

BOARD OF SUPERVISORS

Michael Sanchez, Vice Chair 1st District
Kevin Goss, 2nd District
Sharon Thrall, 3rd District
Lori Simpson, 4th District
Jeff Engel, Chair 5th District

**AGENDA FOR REGULAR MEETING OF MAY 15, 2018 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

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

1. 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 and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Mohawk Valley Stewardship Council: 10th Annual Summerfest Fund Raiser, July 7, 2018, White Sulphur Springs Ranch, Highway 89, Clio, CA)
- 2) Ratify letter to the Department of Transportation (Caltrans) for encroachment permit (Lake Almanor Chamber of Commerce: Annual 4th of July Parade, Wednesday, July 4, 2018, Chester, CA)

B) ENVIRONMENTAL HEALTH

Authorize Environmental Health to recruit and fill vacant, funded and allocated 1.0 FTE Hazardous Materials Specialist or Environmental Health Specialist I/II position, created by retirement

C) LIBRARY

Approve and authorize the Chair to sign Memorandum of Understanding between County of Plumas and Quincy Friends of the Library to open and operate the Quincy Library branch every Saturday beginning July 1, 2018 to June 29, 2019; approved as to form by County Counsel

D) BEHAVIORAL HEALTH

Authorize Behavioral Health to establish a recruitment list to fill anticipated vacancy of 1.0 FTE Behavioral Health Quality Improvement Compliance Manager, position is allocated and funded

E) BUILDING

Approve and authorize the Chair to sign two vehicle maintenance contracts between County of Plumas and Horton Tire Center; and Quincy Tow Service & Repair, not to exceed \$3,000, retroactive to January 1, 2018; approved as to form by County Counsel

F) PUBLIC HEALTH AGENCY

Approve and authorize the Chair to sign renewal of a Memorandum of Understanding (effective July 1, 2018) between Plumas County Children and Families Commission and the County of Plumas; approved as to form by County Counsel

2. DEPARTMENTAL MATTERS

- A) DISTRICT ATTORNEY – David Hollister
Introduce and waive first reading of an **ORDINANCE** amending and/or adding Section 4.9 and 10 of Article 2 of Chapter 5 of Title 2 of the Plumas County Code regarding Salary of the District Attorney/Public Administrator. **Roll call vote**
- B) PROBATION – Erin Metcalf
Approve the Community Corrections Partnership Executive Committee's recommendation for the recipient of the Community Recidivism Reduction Grant; discussion and possible action
- C) BEHAVIORAL HEALTH – Louise Steenkamp
Authorize purchase of two (2) vehicles (2018 Subaru Outback) at a cost not to exceed \$28,443.55 each for the Behavioral Health Department; discussion and possible action
- D) AUDITOR/CONTROLLER – Roberta Allen
Approve and authorize the Chair to sign renewal of Services Agreement between County of Plumas and Susan Scarlett for preparation of the 2018-2019 Plumas County Budget and budget related services; approved as to form by County Counsel
- E) SHERIFF – Greg Hagwood
Office of Emergency Services: Report and update on activities and accomplishments of the Plumas County Fire Prevention Specialist
- F) PUBLIC WORKS – Robert Perreault
Solid Waste: Consider proposal from Solid Waste Franchise Contractor, Feather River Disposal, to Increase the Existing Reduced Rate at only the East Quincy Transfer Station for only Non-Woody Green Waste, from \$5.00/Cubic Yard to \$17.44/Cubic Yard; discussion, possible action and/or direction to staff
- G) HUMAN RESOURCES – Nancy Selvage
Adopt **RESOLUTION** to amend Job Classification for Social Services Director/Public Guardian/Public Conservator (Salary Range: \$5,976 - \$8,904 monthly); and authorize Human Resources to begin recruitment to fill 1.0 FTE Social Services Director position. **Roll call vote**

3. BOARD OF SUPERVISORS

- A. Public Defender:
- 1) Approve and authorize Chair to sign separate "Public Defender Contract for Attorney's Services Rendered under Court Appointment" with attorneys William Abramson, Craig Osborne, and Tahj Gomes, each contract for a term of three years with compensation in the amount of \$104,898.33 per year payable \$8,741.53 per month; discussion and possible action
 - 2) Designate County office for oversight of Public Defender budget and administrative activities; discussion and possible action
- B. Accept letter of resignation from Louise Steenkamp, Acting Behavioral Health Director, effective June 1, 2018; discussion and possible action
- C. Discussion and possible action regarding the Behavioral Health Commission. Supervisor Thrall
- D. Adopt **RESOLUTION** in Support of the California Drought, Water, Parks, Climate, Coastal Protection and Outdoor Access for All Act of 2018 Titled for Purposes of the June 2018 Election as Proposition 68 – the Parks, Environment and Water Bond of 2018. **Roll call vote**
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- G. Appointments
BEHAVIORAL HEALTH COMMISSION
Appoint Joyce Clare and Vicki Chestnut to the Behavioral Health Commission as recommended

1:00 P.M. **AFTERNOON SESSION**

4. BOARD OF SUPERVISORS

Introduce and waive first reading of an **ORDINANCE** Adding Chapter 9 to Title 1 of the Plumas County Code Concerning Cannabis Cultivation Enforcement. **Roll call vote**

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Agricultural Commissioner/Sealer of Weights & Measures
- B. Conference with Legal Counsel: Claim Against the County filed by Feather River Disposal, Inc. on April 9, 2018
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

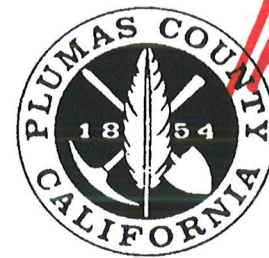
REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, May 18, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.

BOARD OF SUPERVISORS

MICHAEL SANCHEZ, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5



May 15, 2018

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

Attention: Permits Engineer

Subject: Encroachment Permit Request
MOHAWK VALLEY STEWARDSHIP COUNCIL
10TH Annual Summerfest Fund Raiser, July 7, 2018, White Sulphur
Springs Ranch, Highway 89, Clio, CA

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,

Jeff Engel, Chair

Cc: Plumas County Director of Public Works

Board of Directors

President

Bill Tantau

Vice President

Richard D. Short

Secretary

Sally Tantau

Chief Financial Officer

Susan Pettinato

Board Members

Scott Lawson

John Lullo

Membership

Janet Reihsen

Volunteers

Judy Porep-Lullo

History

The Historic White Sulphur Springs Ranch operates under the stewardship of the Mohawk Valley Stewardship Council (MVSC), a 501(c)(3) non-profit corporation. The Ranch came into existence in 1852 and was purchased by MVSC in 2010 to preserve and restore it for the benefit of the community.

Contact

Mohawk Valley
Stewardship Council
P.O. Box 25
Clio, CA 96106-0025
(530) 836-2334

501 (c)(3) Non-Profit
EIN: 26-3910738



Stewards of Historic
White Sulphur
Springs Ranch



Mohawk Valley Stewardship Council

"Stewards of Historic White Sulphur Springs Ranch"

Board of Supervisors
Plumas County, California

May 4, 2018

On July 7, 2018 the Mohawk Valley Stewardship Council will host its 10th annual Summerfest Fund Raiser to raise money for the restoration of White Sulphur Springs Ranch. I have requested a "Special Event Ahead" sign from Caltrans to be placed at the edge of Highway 89 on either side of the entrance to the Ranch.

The encroachment permit requires a letter/resolution from the Board of Supervisors supporting this event, a letter from the California Highway Patrol and a letter from the Plumas Sheriff acknowledging this event. We do have insurance to cover the event and will send Caltrans the certificate. Fred Chaffin, Caltrans Permit Inspector, has already prepared the diagram/layout of the sign placement on Highway 89. Both the event flyer and the sign placement will be attached to our application.

If you would kindly email your support and acknowledgement of the worthy event to me I will send it right along to Traci Walker in the Encroachment Permits office.

With thanks,

Linda Cooley
673 N Beckwith St
Portola, CA 96122
2linda.cooley@gmail.com
Authorized Agent

www.WhiteSulphurSpringsRanch.com



Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

13

Date: May 3, 2018
To: Honorable Board of Supervisors
From: Jerry Sipe
Agenda: Consent Agenda Item for May 15, 2018

Recommendation: Authorize Environmental Health to recruit and refill vacant, funded and allocated 1.0 FTE Hazardous Materials Specialist or Environmental Health Specialist I/II position, created by retirement.

Background and Discussion: After fifteen years of service with Environmental Health, Jim Perez is retiring from county service. Jim has served as the senior-level Haz Mat Specialist for Plumas County since June 2005 and his last day in the office will be June 1, 2018.

As the Board will recall, Environmental Health field positions are flexibly staffed. This allows us to recruit the most qualified candidates whether they possess the background and registration from the state Department of Public Health to work as an Environmental Health Specialist or whether they possess the background and certifications required of a Hazardous Materials Specialist. Once hired, qualified candidates can be cross-trained and certified to provide the full range of environmental health services.

Four field positions in Environmental Health are allocated and funded, and Jim's retirement reduces this number to three. Moving into the busy summer season, it is important to begin the recruitment and refill this field position as soon as possible.

At this time, the Board is requested to authorize Environmental Health to recruit and refill this funded and allocated position immediately. The appropriate Critical Staffing Questionnaire and Departmental Organization Chart are attached for your review.

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

Thank you.

Enclosures: (2)

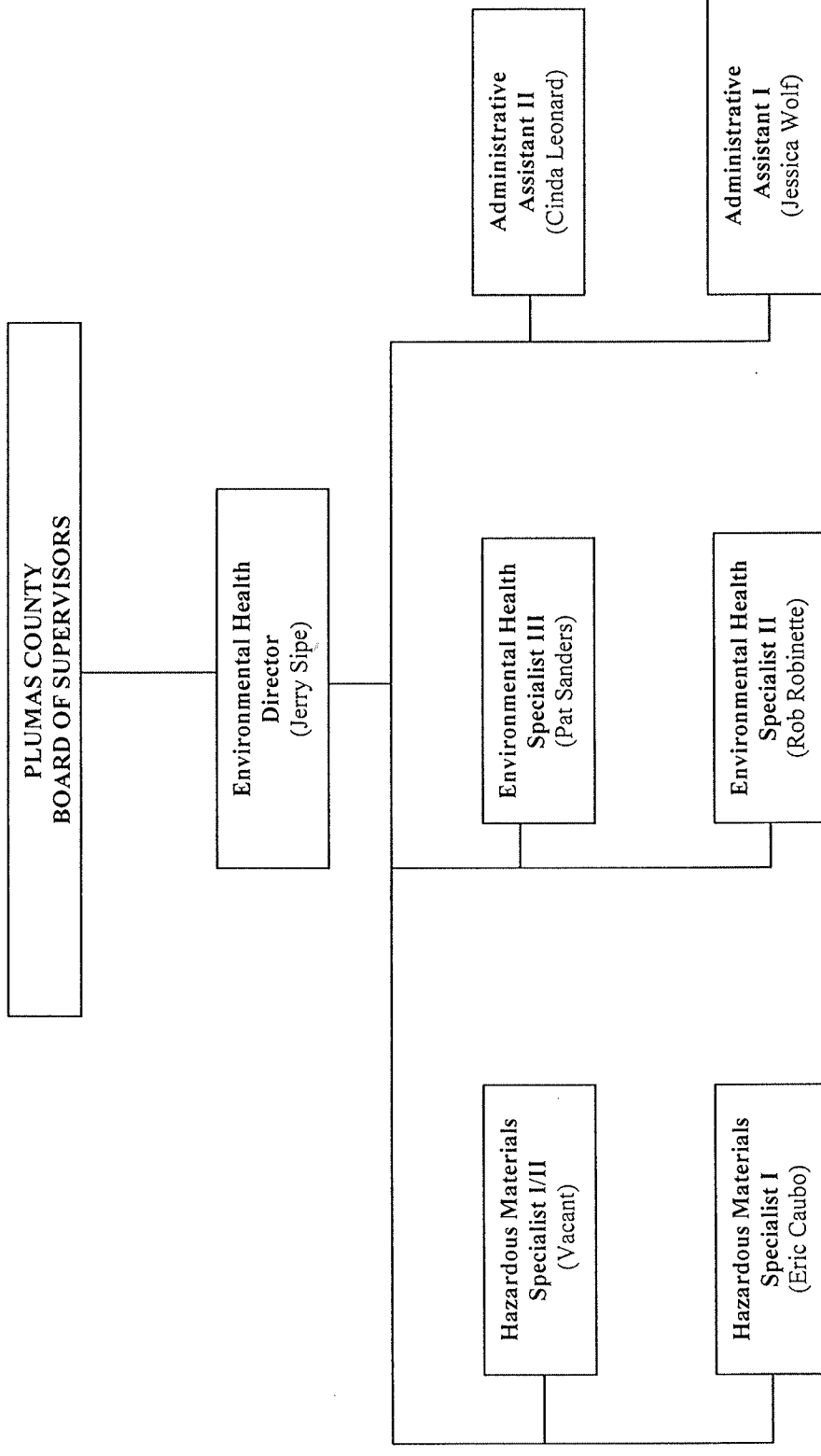
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
Yes, the requested Environmental Health/Hazardous Materials Specialist I/II position is a critical workload, work quality, customer service, business need.
- Why is it critical that this position be filled at this time?
This vacancy will limit Environmental Health's ability to perform permit and inspection work with only 3 of the 4 allocated EHS positions filled. Processing permits, responding to public inquiries, tracking and reporting EH program mandates, and timely response to inspection requests could all be affected.
- How long has the position been vacant?
The incumbent's last day in the office is June 1, 2018.
- Can the department use other wages until the next budget cycle?
No. No other wages are currently budgeted and a permanent full-time replacement employee is needed.
- What are staffing levels at other counties for similar departments and/or positions?
Our staffing allocation is consistent with that of other similar size Environmental Health Departments.
- What core function will be impacted without filling the position prior to July 1?
Field Environmental Health services such as permitting, inspection, consultation, and customer service would all be impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
The cost savings of leaving this position vacant would be outweighed by losses in customer service, poor program performance, and we would be less able to provide permit and inspection services to those who paid for them.
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
NA

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
No.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
NA
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
This position has been funded and allocated for many years. Funding comes from a variety of sources including fees for service, Realignment, and portions of small grants for various Environmental Health programs. No change in general fund support for Environmental Health is anticipated for this position over the next few years.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
Environmental Health does not have a reserve.

ENVIRONMENTAL HEALTH

Organization Chart May 2018



PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



Lindsay Fuchs
County Librarian

DATE: May 3, 2018
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
SUBJECT: Approve and authorize the Chair to sign the contract between County of Plumas and Quincy Friends of the Library to open and operate the Quincy library branch every Saturday

Recommendation:

Approve and authorize the Chair to sign the contract between County of Plumas and Quincy Friends of the Library to open and operate the Quincy library branch every Saturday beginning July 1, 2018 and ending June 29, 2019; approved as to form by County Counsel

Background:

Quincy Friends of the Library agreed to pay the costs to run a one year trial to open and operate the Quincy library branch every Saturday from July 1, 2017 to June 30, 2018, which was a continuation of an agreement to open and operate the Quincy library branch every Saturday from December 3, 2016 to June 24, 2017.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF PLUMAS
AND THE
QUINCY FRIENDS OF THE PLUMAS COUNTY LIBRARY**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is made and entered into this ____ day of April, 2018, by and between the County of Plumas, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the Quincy Friends of the Plumas County Library, a California non-profit corporation (hereinafter referred to as "SPONSOR") and collectively referred to as the "Parties".

RECITALS

WHEREAS, the SPONSOR desires to pay for extended library hours, specifically for the opening of the Quincy library branch for four hours every Saturday; and

WHEREAS, the COUNTY is willing to offer such Saturday hours in exchange for the payments from the SPONSOR.

TERMS

NOW, THEREFORE, the parties do hereby agree as follows:

1. Responsibilities of the Parties

- a. The COUNTY shall open and operate the Quincy library branch every Saturday beginning July 1, 2018, and ending at 3:00 P.M. on June 29, 2019. Saturday hours at the Quincy library branch during this term shall be from 11:00 A.M. through 3:00 P.M.;
- b. The SPONSOR shall pay a total amount of \$3,500.00 to the COUNTY for FY2018-2019, paid quarterly in arrears as reimbursement for the COUNTY's operating expenses in offering the above-described Saturday hours.

2. Term of MOU

This MOU will become effective upon signatures of both parties and will terminate on June 29, 2019, at 3:00 P.M., unless amended, extended, or terminated pursuant to the terms of this MOU.

3. Indemnity

Each party hereto shall indemnify, defend and hold harmless the elected or appointed governing body, the agents, representatives, and employees of the other party hereto,

from any liability or claims of liability for damages to persons or property arising out of, or resulting from, any negligent or willful act or omission of the indemnifying party in the performance or failure to perform any action or activity contemplated, necessary, or authorized under this MOU.

4. Termination

This MOU may be terminated as follows:

- a. By mutual agreement of the COUNTY and SPONSOR upon such terms and conditions as may be agreed upon.
- b. By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.
- c. If the MOU is terminated pursuant to this Section, neither party may nullify obligations already incurred for performance of services prior to the date of notice or, unless specifically stated in the notice, required to be performed through the effective date of termination. Any notice of termination will incorporate necessary transition arrangements and will comply with all such arrangements.

5. Entire MOU

This MOU contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

6. Applicable Law/Venue

The laws of the United States and the State of California will govern this MOU. This MOU is made in Plumas County, California. The venue for any legal action in state court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Plumas

7. Severability

If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

8. Entirety of Contract

This MOU, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9. **Attorney's Fees**

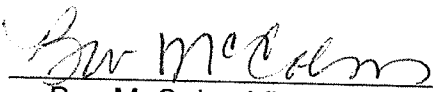
In the event that either party commences legal action of any kind or character to either enforce the provisions of this MOU or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action.

IN WITNESS WHEREOF, COUNTY and SPONSOR have executed this MOU on the _____ day of _____, 2018.

SPONSOR:


Quincy Friends of the Plumas County Library

By: 
Jimmie O'Neil, President


By: 
Bev McColm, Vice President

COUNTY:

By: _____
~~Lori Simpson~~, Chair
Lori Simpson, Chair
Plumas County Board of Supervisors

By: 
Lindsay Fuchs, Plumas County Librarian

Approved as to Form

By: , Deputy 4/16/18
R. Craig Settlemire
Plumas County Counsel

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Louise Steenkamp, Acting Director

DATE: May 7, 2018

TO: Honorable Board of Supervisors

FROM: Louise Steenkamp, Acting Behavioral Health Director *JS*

SUBJECT: Request for approval for Human Resources to establish a recruitment list to fill fully funded anticipated vacancy of 1.0 FTE Behavioral Health Quality Improvement Compliance Manager

Recommendation

Approve the filling of an anticipated vacancy and establish a list for, allocated position of 1.0 FTE Behavioral Health Quality Improvement Compliance Manager that was allocated in Department 70570 and approved in the 2017-2018 budget.

Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Behavioral Health Quality Improvement Compliance Manager position which has an anticipated vacancy due to an impending retirement at the beginning of the fiscal year 2018-2019. The position was approved and funded in the 2017-2018 budget.

This position is essential for the operation of the Behavioral Health department and provides consumers, staff and the State with required compliance, monitoring and clinical expertise to meet the requirements of the State-County contract and Policies and Procedures.

This position would be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the positions outlined in this letter.

Attached are copies of the Job Description and Critical Staffing Questionnaire.

Thank you.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCBH request to fill 1.0 FTE Behavioral Health Quality Improvement Compliance Manager

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the need to provide an adequate number of clinical personnel to meet the ongoing needs of the community.**
- Why is it critical that this position be filled at this time?
This position needs to be filled to provide consumers, staff and the State with required compliance, monitoring and clinical expertise to meet the requirements of the State-County contract and Policies and Procedures.
- How long has the position been vacant? **The position is anticipated to become vacant due to retirement expected in or around August 2018.**
- Can the department use other wages until the next budget cycle? **N/A**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style.**
- What core function will be impacted without filling the position prior to July 1? **There will be a further reduction of service availability to the community. Existing clients will not receive ongoing services as good ethical practice would indicate. There will be a decrease in staff resources to provide 24-hour crisis services. New requests for services will be delayed. We may not meet requirements of our State-County contract, Corrective Action Planning, Network Adequacy Plan, Crisis Services, etc.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **There will be a possible increase in liability exposure to the county as the result of a decrease in services and additional stress on remaining staff in terms of providing adequate emergency services. A reduction of services to citizens will occur. A further decrease in staffing support will result in additional deterioration of staff morale and will risk additional staff turnover which will incur additional cost.**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? **This position is funded by MediCal, Realignment, and MHSA sources. As such, funding is expected to remain stable. In the event of a**

considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **This position does not rely on general fund support.**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCBH has a reserve that would provide financial coverage if needed.**

BEHAVIORAL HEALTH QUALITY IMPROVEMENT / COMPLIANCE MANAGER

DEFINITION

Under the direction of the Behavioral Health Manager, directs, manages, supervises, and coordinates the Quality Improvement activities and operations within the Behavioral Health Department; ensures that County business and provider practices are compliant with Federal, State and local regulations and requirements; identifies and assesses areas of compliance risk and prepares recommendations that reduce the risks; coordinates assigned activities with department divisions, other county departments, and outside agencies; serves as a member and integral part of the Department's Senior Management Team; and provides highly responsible and complex administrative support to the Behavioral Health Director.

DISTINGUISHING CHARACTERISTICS

The incumbent shall have overall management responsibility for Department's Quality Improvement activities, which may include management of multiple work groups of significant depth and complexity. Responsibilities include development of the Department's goals and objectives and design and implementation of supporting programs, processes, policies, and/or procedures to successfully achieve those goals and objectives.

This position is responsible for all aspects of quality improvement, including department-wide compliance assignments as determined by the Behavioral Health Director. This position shall develop policies and procedures for compliance programs; ensure employee awareness of the compliance programs; develop compliance-related reporting mechanisms; and prepare compliance risk assessment analysis for departments.

The position shall act as Chair of Behavioral Health Compliance Committee, composed of key departmental managers and charged with evaluating and addressing department-wide quality and compliance needs. The Chair shall ensure the Committee is provided with sufficient and timely information to enable them to monitor regulatory requirements; evaluate new and existing policies for adequacy to address the objectives of quality improvement practices; determine the appropriate strategy to promote quality within the department programs; identify areas of potential violation; recommend internal fiscal system controls; and monitor internal and external audits and investigations.

REPORTS TO

Behavioral Health Director or Behavioral Health Deputy Director

BEHAVIORAL HEALTH QUALITY IMPROVEMENT / COMPLIANCE MANAGER - 2

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Utilization / Quality Assurance Coordinator, Behavioral Health Systems Analyst, Crisis Team, and other classifications as determined by Behavioral Health Director.

EXAMPLES OF DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- Assume management responsibility for assigned services and activities of the Quality Improvement program including regulatory compliance systems and functions.
- Manage and participate in the development and implementation of goals, objectives, policies, and priorities for Quality Improvement programs; recommend and administer policies and procedures for the operation of a Quality Improvement program that implements Federal, State, and local regulations including compliance with Medicare and Medicaid requirements, appropriate HIPAA requirements, and the Office of Inspector General's seven compliance program components.
- Monitor and review departmental policies and procedures to ensure regulatory changes in all Federal and State programs are integrated and implemented; and, conduct periodic assessments to evaluate effectiveness and operationalization of procedures and programs.
- Monitor and review the Quality Assurance and Utilization Review procedures and its program for compliance with Federal and State requirements; and, integrate recommendations to past compliance problems into a quality assurance program.
- In collaboration with Community Programs Manager, develop a system, including written policies and procedures, for monitoring contracting service providers to ensure compliance with applicable State and Federal regulations.
- Develop procedures to assure adherence to State and Federal regulations and requirements for all grants; participate in the countywide grant compliance review team.
- Develop and annually update a written Code of Conduct for Behavioral Health; obtain and incorporate employee input; conduct employee training that will ensure the Code of Conduct is implemented.

BEHAVIORAL HEALTH QUALITY IMPROVEMENT / COMPLIANCE MANAGER - 3

Example of Duties continued:

- Develop, conduct, and participate in training and education programs for Department employees relevant to a broad spectrum of compliance, privacy, and quality assurance issues; establish and maintain a system for tracking completion of training.
- In collaboration with Community Programs Manager, develop a training program for contracting providers on regulations, policies, and procedures, Code of Conduct, documentation, billing, and other compliance requirements.
- Serve as the liaison for the Quality Improvement Division with department units, other county departments, and outside agencies; and, negotiate and resolve sensitive and/or controversial issues.
- Maintain a current working knowledge of Federal and State regulations and policies as they affect the Department through routine review of various Centers for Medicare & Medicaid Services (CMS) manuals, Federal Register notices, and various other resources.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, and copiers.

TYPICAL WORKING CONDITIONS

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

BEHAVIORAL HEALTH QUALITY IMPROVEMENT / COMPLIANCE MANAGER - 4

DESIREABLE QUALIFICATIONS

Knowledge of:

- Operational characteristics, services, and activities of behavioral health quality management programs.
- Principles and practices of program development and administration.
- Pertinent Federal, State, and local laws, codes, and regulations including Medicare, Medi-Cal, CMS, HIPAA and Sarbanes Oxley regulations and other federal, state and local compliance regulations.
- Malcom Baldrige National Quality Program Health Care Criteria for Performance Excellence.
- Principles and practices used in healthcare management, government compliance, legal services, internal audits, risk management, regulatory affairs, human resource, or health care consulting.
- Health care and social service programs provided by the department.
- Auditing and agency assessment functions.
- Process improvement, performance measurement, and quality management tools.
- Principles and practices of budget preparation and administration.
- Principles of supervision, training, and performance evaluation.

Ability to:

- Lead and direct management of a comprehensive Behavioral Health Quality Improvement program for Behavioral Health Department administered and contracted services.
- Develop and administer clearly defined Quality Improvement program goals, objectives, and procedures.
- Create systems and processes to implement Quality Improvement programs and ensure regulatory compliance issues are identified at the earliest time and resolved in a timely manner.
- Establish and maintain cooperative working relationships within the Behavioral Health Department and with external organizations and individuals.
- Demonstrate personal diplomacy particularly in difficult or stressful situations.
- Communicate clearly and concisely, both orally and in writing.
- Prepare clear and concise written reports of quality improvement assessment findings.
- Oversee, direct, train and coordinate the work of subordinate staff.

BEHAVIORAL HEALTH QUALITY IMPROVEMENT / COMPLIANCE MANAGER - 5

TRAINING AND EXPERIENCE

Required qualifications for this position:

Experience:

Six years of increasingly responsible professional level experience in a compliance, organizational development, human resources, quality assurance, quality control, or fiscal program including four years of administrative and supervisory responsibility.

Education:

A Bachelor's degree from an accredited college or university with major course work in public administration, organizational development, business administration, health administration or a related field. An advanced degree is desirable, including but not limited to graduation from a law school accredited by the American Bar Association with a Juris Doctorate degree.

License or Certificate:

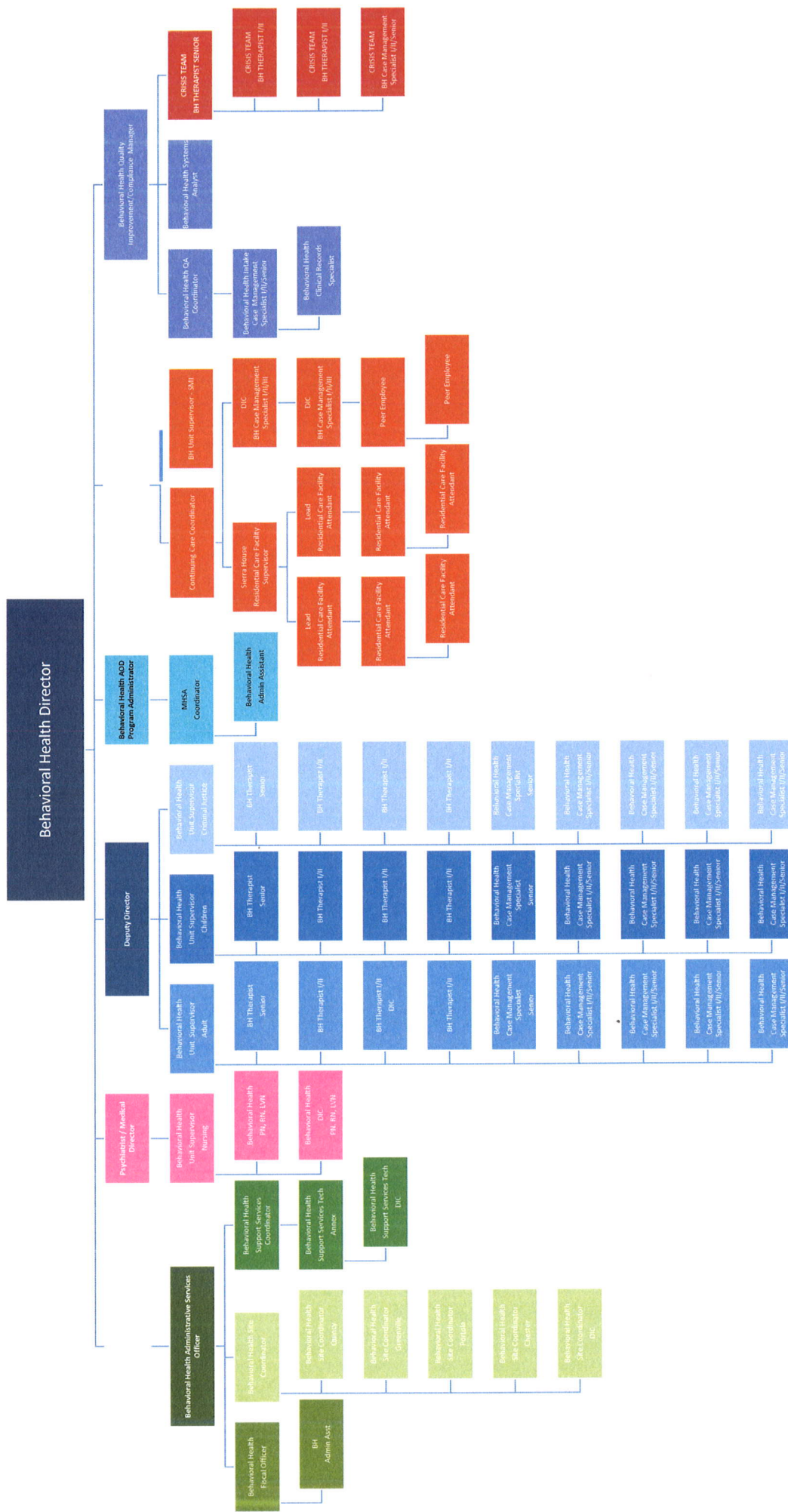
Possession of, and ability to maintain, a Healthcare Compliance Certificate from the Health Care Compliance Certification Board within six months of appointment.

SPECIAL REQUIREMENTS

Must possess a valid California Driver's license at the time of appointment. The valid California Driver's license must be maintained throughout employment with Plumas County.

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.

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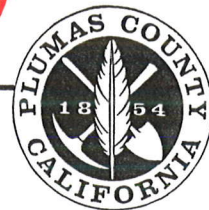


1E

PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street
Quincy, CA 95971-9143
(530) 283-7011

www.plumascounty.us



May 4, 2018

TO: The Honorable Board of Supervisors

FROM: Charles White, Director of Building Services *CW*

SUBJECT: Board agenda item for May 15, 2018

RE: Approval of two vehicle maintenance contracts with Horton Tire Center and Quincy Tow Service & Repair for \$3,000.

Recommendation

Approve the vehicle maintenance contracts with Horton Tire and Quincy Tow Service and Repair retroactively to January 1, 2018

Background and Discussion

Vehicle maintenance contracts are normally secured at the end of the calendar year for a one-year term the following year. We neglected to obtain new contracts for 2018 and the department's vehicles were serviced without benefit of a contract. In order to pay the outstanding invoices, the contracts need to be approved retroactively to January 1, 2018.



Plumas County Public Health Agency

Andrew Woodruff, MPH, Acting Director • Mark Satterfield, M.D, Health Officer
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

1/F

Date: April 3, 2018
To: Honorable Board of Supervisors
From: Andrew Woodruff
Agenda: Consent Item for May 15, 2018

Recommendation: Approve renewal of a Memorandum of Understanding (effective July 1, 2018) between Plumas County Children and Families Commission and the County of Plumas, and direct the Chair to sign.

Background Information: As the Board is aware in 1998, California voters passed Proposition 10, which created a \$.50 per pack tax on cigarettes and similar tax on other tobacco products. The resulting revenues are used for programs that support children from prenatal to five years of age and their families, including parent education, growth and development, child care, and health services. Funds are restricted and are governed by the California Children and Families Commission and a County Commission appointed by the County Board of Supervisors (Plumas County Children and Families Commission). Statewide annual revenues vary depending on tobacco product sales.

The Plumas County Children and Families Commission have been meeting regularly since August 1999. The required countywide needs assessment and strategic plan have been approved and implemented. Proposition 10 Planning funds allowed the Plumas County Children and Families Commission to move decisively towards completion of necessary tasks in a comprehensive and efficient manner. Commission members and staff have developed By-Laws consistent with the Proposition 10 legislation and the rural needs of Plumas County. Funds have been allocated for a number of projects including: parent education and home visitation, infant services for developmentally delayed children, Healthy Touch Program, child care, upgrade of playground equipment, and oral health services to children ages 0-5 years.

In 1999 Plumas County entered into a Memorandum of Understanding with the Commission defining relationships and expectations. The Memorandum of Understanding, which has been approved by County Counsel, is on file with the Clerk of the Board for your review.

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

C:\Documents and Settings\Rosie Olney\My Documents\BOS\PCCFC MOU July 1, 2018.doc



OFFICE OF THE DISTRICT ATTORNEY

520 Main Street, Room 404 • Quincy, California 95971
(530) 283-6303 • Fax (530) 283-6340
E-mail: davidhollister@countyofplumas.com

DAVID HOLLISTER
DISTRICT ATTORNEY &
PUBLIC ADMINISTRATOR

To: The Honorable Board of Supervisors

From: David Hollister, District Attorney

A handwritten signature in black ink, appearing to read 'D. Hollister', is written over the 'From:' line.

Date: 2 May 2018

Re: ***District Attorney/Public Administrator Compensation Ordinance***

It is Recommended that: The Board adopt and waive the first reading of one of the three alternative Ordinances attached.

Background and Discussion:

Each elected officer in Plumas County serves its constituency directly and is independent of each other and the Board. All elected officers have been provided a copy of this request and the opportunity to agendize a similar request of this date. Some, or all, other elected officials may choose to make a similar request. This request, however, is made solely by the District Attorney / Public Administrator.

The District Attorney/Public Administrator (hereafter, "DA") serves as the chief law enforcement officer in Plumas County. The DA's compensation has remained stagnant the past ten years while other county legal service providers (such as the County Counsel and public defender) have increased by 104% and 26% respectively. During the past six years discussion has occurred, both at the Board and Grand Jury level, to address this disparity which has disadvantaged the DA's office in its pursuit of justice.

With recent increases to the salary of the Glenn County District Attorney, the Plumas County District Attorney is now the lowest paid district attorney relative to the ten comparable counties historically used by Plumas County in setting salaries. The average salary for a district attorney in our ten comparable counties is \$131,205.

During the last ten years, the Board has recognized the importance of recruiting and retaining legal professionals in Plumas County. This recognition has resulted in the base salary of the County Counsel being increased by 104% to \$168,000. Likewise, contract public defenders have realized a 26% increase to \$99,073. The District

Attorney has not realized any similar increase and the base salary has remained at \$95,732.

Relative to the County Counsel and public defenders, the Plumas County District Attorney manages more employees, is a party to more cases, deals with more complex issues, tries more cases and is responsible for justice being served in criminal cases in the county. In Plumas County, the District Attorney not only manages a 10+ person offices but also handles the felony and juvenile calendars, in-custody charging, search warrant approval and many other general obligations. In the past few years the District Attorney has personally obtained successful verdicts in the *Wallin-Reed* murder case ("stand your ground" homicide with the trial the subject of an NBC Dateline special); the *Stringfellow* murder case (murder of two-year old child); the *Steward* murder case (murder arson at Bucks Lake covered by Crime Watch Daily), the Minerva arson case, two officer-involved shooting investigations and many other significant cases. The District Attorney maintains his obligation each hour of each day of the year and is often called out after-hours for violent felony investigations or search warrant review. In seeking justice, the District Attorney often has to take positions which may be unpopular. This creates challenges in a small county for both the District Attorney and his family. The District Attorney has routinely undertaken additional work without compensation in an effort to further criminal justice in Plumas County. Some of these efforts include prosecuting parole violations, serving on the CCP Executive Committee, creating and supervising the Alternative Sentencing Program and Day Reporting Center, and creating and supervising the county's pre-trial release program consistent with recent changes in California law to name but a few.

The stagnant pay for the District Attorney has turned the DA's office into a "training office" removing a career track previously allowing prosecutors to build a career in Plumas County. It has been the exception, the past six years, where the DA's office has been fully staffed with prosecutors with the norm being DDA's staying for a few months to a few years then moving on to a county providing greater compensation and career track. Ten years ago all prosecutors and public defenders had at least ten years experience; today, all public defenders have at least ten years experience while 2/3s of its prosecutors have three or less years experience. This disparity is the direct result in the change (and stagnation) in compensation and has led to trials where a brand-new prosecutor is trying a case against an experienced public defender in cases such as domestic violence and driving under the influence. The youthful nature of the DA's office has also significantly increased the obligations of the DA himself, lessening time for public outreach, administration of the office and the training of younger prosecutors. To rebuild the DA's office, the DA must be on similar footing as other Plumas County legal professionals.

Alternative 1. (County Counsel Increase)

Adopt an Ordinance adjusting the salary of the District Attorney by the same percentage as applied to the County Counsel the last ten years. The same 104% increase applied to the District Attorney would result in a base pay of \$195,293.28. The annual salary would be automatically adjusted in a manner identical to the process of salary calculation the Board follows beginning in 2019.

Alternative 2. (Public Defender Increase)

Adopt an Ordinance adjusting the salary of the District Attorney by the same percentage as applied to the Public Defenders the last ten years. The same 25.93% increase applied to the District Attorney would result in a base pay of \$120,555.30. The annual salary would be automatically adjusted in a manner identical to the process of salary calculation the Board follows beginning in 2019.

Alternative 3. (Board of Supervisors Increase)

Adopt an Ordinance adjusting the salary of the District Attorney by the same percentage as applied to the Board of Supervisors the last ten years. The same 19.95% increase applied to the District Attorney would result in a base pay of \$114,830.53. The annual salary would be automatically adjusted in a manner identical to the process of salary calculation the Board follows beginning in 2019.

Should the Board select Alternative 2 or 3, it is requested the Board further review the compensation of the District Attorney in approximately two years (June 30, 2020) in an effort to place the District Attorney's compensation at the average of the ten comparable counties (\$131,205) while having the District Attorney agree to assume the remaining portion of the employee share of the retirement contribution to PERS on the effective date of the salary adjustment.

Attached is the most recent salary survey with adjustments made for increases to the DA in Glenn and Lassen counties and a memorandum from the Human Resources Director discussing the CPI increase of 19.95% the last ten years.

10 Comp Counties

10 Counties	District Atty	Sheriff	Treasurer	Auditor	Clerk-Recorder	Assessor
Amador	\$ 126,024	\$ 120,720	\$ 96,888	\$ 101,952	\$ 92,580	\$ 99,096
Calaveras	\$ 154,107	\$ 140,691	\$ 107,556	\$ 107,556	\$ 107,556	\$ 107,556
Colusa	\$ 153,324	\$ 138,000	\$ 91,620	\$ 122,652	\$ 108,936	\$ 91,620
Del Norte	\$ 104,987	\$ 88,824	\$ 79,372	\$ 80,905	\$ 80,215	\$ 81,645
Glenn	\$ 114,501	\$ 91,499	\$ 85,174	\$ 86,174	\$ 98,148	\$ 98,148
Inyo	\$ 141,492	\$ 130,956	\$ 97,464	\$ 107,208	\$ 97,464	\$ 107,208
Lassen	\$ 120,338	\$ 104,862	\$ 96,320	\$ 96,320	\$ 96,320	\$ 93,972
San Benito	\$ 144,600	\$ 139,056	\$ 109,968	\$ 127,956	\$ 127,956	\$ 110,508
Tehama	\$ 121,341	\$ 110,203	\$ 92,752	\$ 99,820	\$ 88,339	\$ 97,389
Tuolumne	\$ 131,342	\$ 121,049	\$ 105,830	\$ 120,655	\$ 118,110	\$ 115,565
131,205	\$ 1,265,036	\$ 1,184,030	\$ 963,944	\$ 1,051,198	\$ 1,015,624	\$ 1,002,707
Average	\$ 126,504	\$ 118,403	\$ 96,394	\$ 105,120	\$ 101,562	\$ 100,271
	131,205					
Plumas	\$ 95,732	\$ 95,211	\$ 74,794	\$ 77,214	\$ 74,794	\$ 74,794
Difference	\$ -30,772	\$ 23,192	\$ 21,600	\$ 27,906	\$ 26,768	\$ 25,477
	35,473					

Glenn Auditor combined with treasurer, Clerk-Recorder combined with Assessor.

San Benito Clerk-Recorder combined with Auditor.

Tuolumne Clerk combined with Auditor and Recorder combined with Assessor, total both divided by 2.

Average base for non-law enforcement total of 4 is \$100,837 or \$8,403 monthly.

Estimated data as of January 27, 2016, subject to verification by Human Resources Department

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Lassen Co DA



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'District Attorney' search results

5 employee records found

Search within these records:

District Attorney

2016



Search

Name (?a=lassen-county&q=District+Attorney&y=2016&s=name)	Job title (?a=lassen-county&q=District+Attorney&y=2016&s=title)	Regular pay (?a=lassen-county&q=District+Attorney&y=2016&s=pay)
MONTGOMERY, STACEY L (/salaries/2016/lassen-county/montgomery-stacey-l/)	District Attorney (/salaries/search/?q=District%20Attorney&y=2016) Lassen County, 2016 (/salaries/2016/lassen-county/)	\$120,339.00
EVANS, DAVID B (/salaries/2016/lassen-county/evans-david-b/)	Deputy District Attorney (/salaries/search/?q=Deputy%20District%20Attorney&y=2016) Lassen County, 2016 (/salaries/2016/lassen-county/)	\$74,580.00
Not Provided (/salaries/2016/lassen-county/not-provided/?pk=)	Deputy District Attorney (/salaries/search/?q=Deputy%20District%20Attorney&y=2016) Lassen County, 2016 (/salaries/2016/lassen-county/)	\$61,665.00
Not Provided (/salaries/2016/lassen-county/not-provided/?pk=)	Deputy District Attorney (/salaries/search/?q=Deputy%20District%20Attorney&y=2016) Lassen County, 2016 (/salaries/2016/lassen-county/)	\$61,493.00
Not Provided (/salaries/2016/lassen-county/not-provided/?pk=)	Deputy District Attorney (/salaries/search/?q=Deputy%20District%20Attorney&y=2016) Lassen County, 2016 (/salaries/2016/lassen-county/)	\$20,357.00

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Public Records: Status: Active

TruthFinder

This site contains REAL police records (court records of driving citations, speeding tickets, felonies, misdemeanors, offenses, mugshots, etc.), background reports, court documents, address information, phone numbers, and much more.

Enter Site

Glenn Co DA

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'District Attorney' search results

4 employee records found

Search within these records:

District Attorney

2017



Search

Name (?a=glenn-county&q=District+Attorney&y=2017&s=name)	Job title (?a=glenn-county&q=District+Attorney&y=2017&s=title)	Regular pay (?a=glenn-county&q=District+Attorney&y=2017&s=pay)
Dwayne Stewart (/salaries/2017/glenn-county/dwayne-stewart/)	District Attorney (/salaries/search/?q=District%20Attorney&y=2017) Glenn County, 2017 (/salaries/2017/glenn-county/)	\$114,501.00
Ruby Nuemann (/salaries/2017/glenn-county/ruby-nuemann/)	Deputy District Attorney I/II/III (/salaries/search/?q=Deputy%20District%20Attorney%20I/II/III&y=2017) Glenn County, 2017 (/salaries/2017/glenn-county/)	\$78,876.00
Sara Harbarger (/salaries/2017/glenn-county/sara-harbarger/)	Deputy District Attorney I (/salaries/search/?q=Deputy%20District%20Attorney%20I&y=2017) Glenn County, 2017 (/salaries/2017/glenn-county/)	\$67,788.00
Michael Coffey (/salaries/2017/glenn-county/michael-coffey/)	Deputy District Attorney I (/salaries/search/?q=Deputy%20District%20Attorney%20I&y=2017) Glenn County, 2017 (/salaries/2017/glenn-county/)	\$59,291.00

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CPI per HR

5B

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyoofplumas.com



Nancy Selvage
Human Resources
Director

DATE: July 17, 2017

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director *NS*

SUBJECT: ELECTED OFFICIALS AGENDA ITEM FOR BOARD OF
SUPERVISORS MEETING OF JULY 18, 2017.

The Consumer Price Index (CPI) for April to April for All Urban Consumers is a total of 19.95 percent over the past ten (10) years. I have worked on a number of calculations for the Elected Officials wage ranges and have prepared the attached Exhibits for the Board of Supervisors review. Calculations exclude stipends and exclude the 4% PERS employees' member contributions, which are currently paid by employer.

Exhibit A is a list of the Elected Officials annual base rate of pay, using the results from the ten (10) county comparable surveys. This table includes the base rate and the five longevity steps for each Elected Official. The shaded areas identify where each Elected Official is in their longevity step, if applicable.

I have completed five year cost projections. The table below is the difference in *current wages* and the average of the ten county *wage surveys*, for each Elected Official. The three tables provide the *overall cost difference* between the two wage comparisons for *the first year*.

Exhibit A: Ten County Survey's Average, Annual Wage Difference

Elected Official

Assessor	\$ 48,652.95
Auditor	\$ 33,936.17
Clerk Recorder	\$ 11,872.29
District Attorney	\$ 35,975.69
Sheriff - Coroner	\$ 41,387.65
Treasurer	\$ 25,148.04
Total	\$ 196,972.79

~~Ordinance~~

Alternative 1

ORDINANCE NO. 2018-_____
AN ORDINANCE AMENDING SECTIONS 4, 9 AND 10 OF ARTICLE 2 OF CHAPTER 5
OF TITLE 2 OF PLUMAS COUNTY CODE
(SALARIES: ELECTED OFFICIALS)

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 4. Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.204 District Attorney-Public Administrator

The annual salary of the District Attorney-Public Administrator shall be One Hundred Ninety-Five Thousand Two Hundred Ninety-three and 28/100 Dollars (\$195,293.28) effective July 2, 2018.

SECTION 8. Section 2-5.208 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.208 Benefits for Elected Officials

The benefits for elected officials shall generally be the same as for appointed department heads except for sick leave, vacation and administrative leave. Other benefits shall be as established by the Board of Supervisors by minute order or Resolution.

SECTION 9. Section 2-5.209 is added of Article 2 of Chapter 5 of Title 2, of the Plumas County Code following Section 2-5.08 to read as follows:

Section 2-5.209 Elected Officials Annual Salary Adjustment

Beginning January 1, 2019, the annual salary for the District Attorney – Public Administrator set forth in Article 2 shall be adjusted on the first day of the first pay period after July 1st of each year based on the percentage change in the California Consumer Price Index, All Urban Consumer series, using the “April to April” comparison.

SECTION 10. Section 2-5.210 Operative date: Effective date: Publication: Codification

This Ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within 15 days of final adoption. Sections 1 through 9 of this Ordinance shall be codified; the remainder shall be un-codified.

Introduced at a regular meeting of the Board of Supervisors on the _____ day of _____, 2018 and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the _____ day of _____, 2018 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Engel, Chair of the Board of Supervisors

ATTEST:

Nancy L. DaForno, Clerk of the Board

ORDINANCE NO. 2018-_____
AN ORDINANCE AMENDING SECTIONS 4, 9 AND 10 OF ARTICLE 2 OF CHAPTER 5
OF TITLE 2 OF PLUMAS COUNTY CODE
(SALARIES: ELECTED OFFICIALS)

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 4. Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.204 District Attorney-Public Administrator

The annual salary of the District Attorney-Public Administrator shall be One Hundred Twenty Thousand Five Hundred Fifty-five and 30/100 Dollars (\$120,555.30) effective July 2, 2018.

SECTION 8. Section 2-5.208 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.208 Benefits for Elected Officials

The benefits for elected officials shall generally be the same as for appointed department heads except for sick leave, vacation and administrative leave. Other benefits shall be as established by the Board of Supervisors by minute order or Resolution.

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NOES:

ABSTAIN:

ABSENT:

Jeff Engel, Chair of the Board of Supervisors

ATTEST:

Nancy L. DaForno, Clerk of the Board

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The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 4. Section 2-5.204 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

Section 2-5.204 District Attorney-Public Administrator

The annual salary of the District Attorney-Public Administrator shall be One Hundred Fourteen Thousand Eight Hundred Thirty and 53/100 Dollars (\$114,830.53) effective July 2, 2018.

SECTION 8. Section 2-5.208 of Article 2 of Chapter 5 of Title 2, of the Plumas County Code is amended to read as follows:

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The benefits for elected officials shall generally be the same as for appointed department heads except for sick leave, vacation and administrative leave. Other benefits shall be as established by the Board of Supervisors by minute order or Resolution.

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AYES:

NOES:

ABSTAIN:

ABSENT:

Jeff Engel, Chair of the Board of Supervisors

ATTEST:

Nancy L. DaForno, Clerk of the Board

Sec. 2-5.204. - District Attorney/Public Administrator.

The salary of the District Attorney/Public Administrator shall be ~~Ninety-Five Thousand Seven Hundred Thirty-One and 96/100ths (\$95,731.96)~~ **One Hundred Twenty Thousand Five Hundred Fifty-five and 30/100 (\$120,555.30)** Dollars as of September 2, 2007.

(§ 2, Ord. 90-724, eff. March 8, 1990, retroactive to November 5, 1989, as amended by § 1, Ord. 92-798, operative January 1, 1993, § 1, Ord. 95-845, operative January 1, 1995, § 1, Ord. 96-864, eff. July 11, 1996, operative May 1, 1996, § 1, Ord. 98-904, eff. November 19, 1998, operative May 1, 1998, § 1, Ord. 99-921, eff. July 22, 1999, operative June 1, 1999, § 1, Ord. 2002-973, eff., operative January 1, 2002; § 1, Ord. 03-990, adopted May 13, 2003; § I, Ord. No. 05-1030, adopted July 12, 2005; § I, Ord. No. 06-1047, adopted May 9, 2006; and § I, Ord. No. 07-1059, adopted October 2, 2007)

Sec. 2-5.209 – Elected Officials Annual Salary Adjustment

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Sec. 2-5.210 – Operative Date: Effective Date: Publication: Codification

This Ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within 15 days of final adoption. Sections 1 through 9 of this Ordinance shall be codified; the remainder shall be uncodified.

Sec. 2-5.204. - District Attorney/Public Administrator.

The salary of the District Attorney/Public Administrator shall be ~~Ninety-Five Thousand Seven Hundred Thirty-One and 96/100ths (\$95,731.96)~~ **One Hundred Ninety-Five Thousand Two Hundred Ninety-three and 28/100 Dollars (\$195,293.28)** Dollars as of September 2, 2007.

(§ 2, Ord. 90-724, eff. March 8, 1990, retroactive to November 5, 1989, as amended by § 1, Ord. 92-798, operative January 1, 1993, § 1, Ord. 95-845, operative January 1, 1995, § 1, Ord. 96-864, eff. July 11, 1996, operative May 1, 1996, § 1, Ord. 98-904, eff. November 19, 1998, operative May 1, 1998, § 1, Ord. 99-921, eff. July 22, 1999, operative June 1, 1999, § 1, Ord. 2002-973, eff., operative January 1, 2002; § 1, Ord. 03-990, adopted May 13, 2003; § I, Ord. No. 05-1030, adopted July 12, 2005; § I, Ord. No. 06-1047, adopted May 9, 2006; and § I, Ord. No. 07-1059, adopted October 2, 2007)

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This Ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within 15 days of final adoption. Sections 1 through 9 of this Ordinance shall be codified; the remainder shall be uncodified.

Sec. 2-5.204. - District Attorney/Public Administrator.

The salary of the District Attorney/Public Administrator shall be ~~Ninety-Five Thousand Seven Hundred Thirty-One and 96/100ths (\$95,731.96)~~ **One Hundred Fourteen Thousand Eight Hundred Thirty and 53/100 (\$114,830.53)** Dollars as of September 2, 2007.

(§ 2, Ord. 90-724, eff. March 8, 1990, retroactive to November 5, 1989, as amended by § 1, Ord. 92-798, operative January 1, 1993, § 1, Ord. 95-845, operative January 1, 1995, § 1, Ord. 96-864, eff. July 11, 1996, operative May 1, 1996, § 1, Ord. 98-904, eff. November 19, 1998, operative May 1, 1998, § 1, Ord. 99-921, eff. July 22, 1999, operative June 1, 1999, § 1, Ord. 2002-973, eff., operative January 1, 2002; § 1, Ord. 03-990, adopted May 13, 2003; § I, Ord. No. 05-1030, adopted July 12, 2005; § I, Ord. No. 06-1047, adopted May 9, 2006; and § I, Ord. No. 07-1059, adopted October 2, 2007)

Sec. 2-5.209 – Elected Officials Annual Salary Adjustment

Beginning January 1, 2019, the annual salary for the District Attorney – Public Administrator set forth in Article 2 shall be adjusted on the first day of the first pay period after July 1st of each year based on the percentage change in the California Consumer Price Index, All Urban Consumer Series, using the “April to April” comparison.

Sec. 2-5.210 – Operative Date: Effective Date: Publication: Codification

This Ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the Feather River Bulletin, a newspaper of general circulation in Plumas County, within 15 days of final adoption. Sections 1 through 9 of this Ordinance shall be codified; the remainder shall be uncodified.



County of Plumas Department of Probation

270 County Hospital Rd. #128,
Quincy, California, 95971



26

Erin Metcalf
Chief Probation Officer

Phone: 530-283-6200
FAX: 530-283-6165

DATE: May 3, 2018

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Community Corrections Partnership (CCP) Executive Committee recommendation for the recipient of the Community Recidivism Reduction Grant (CRRG)

Recommendation

The CCP Executive Committee Chairperson will present the CCP Executive Committee's CRR Grant recipient recommendation for approval at the Board of Supervisors regular meeting May 15, 2018.

Background and Discussion

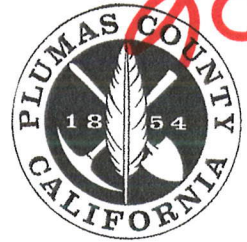
In September 2014, the Plumas County Board of Supervisors approved the Probation Department to accept a \$10,000 Community Recidivism Reduction Grant from the Board of State and Community Corrections (BSCC). The CRR Grant is to be awarded to a non-governmental, community partner with experience in recidivism reduction. On December 5, 2014, the grant money was received. The Probation Department is responsible for administering the grant.

The CRR Grant went un-administered until recently. The application process closed Friday, April 27, 2018; the technical and merit review was completed by Wednesday, May 3, 2018. The grant specifies the CCP Executive Committee must recommend a recipient for approval to the Board of Supervisors. The grant recipient recommendation from the CCP Executive Committee will be presented to the Board of Supervisors at the regular meeting on May 15, 2018.

A copy of the CRR Grant application is on file with the Clerk of the Board.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Louise Steenkamp, Acting Director

DATE: May 3, 2018

TO: Honorable Board of Supervisors

FROM: Louise Steenkamp, Behavioral Health Acting Director *js*

SUBJECT: Request for approval of purchase of two 2018 Subaru Outback vehicles for \$ 28,443.55 each total of \$ 58,887.10 including sales tax and Department of Motor Vehicles license fees.

Recommendation

Pursuant to provisions of the County of Plumas purchasing policy 3-1(n) allow an exception to the competitive bid process and authorize Plumas County Behavioral Health to purchase two 2018 Subaru Outback passenger vehicles for total of \$58,887.10

BACKGROUND AND DISCUSSION:

The Plumas County Board of Supervisors agreed to the 17/18 budget \$60,000.00 for the purchases of vehicles.

The State of California has mandated that Behavioral Health transport clients to their programs and services; we use bus passes and county owned vehicles. This office relies heavily upon the current fleet of vehicles for the emergency transportation of Behavioral Health clients. Emergency transports are made at any time of the day or night in any type of weather conditions. The client is locked in the back seat of the vehicle and in the event of a break down, the routine transport could become a risky, dangerous situation for both driver and client.

The Subaru Outback is an all-wheel drive vehicle and is considered mountain friendly sitting a little higher off the road to help deter hitting rocks. This vehicle is in the affordable price range allowing this department to purchase two.

In October our 2008 Ford Escape's transmission went out the cost of repair was more than the vehicle's worth. A 1995 Toyota Forerunner was place out of commission due to the high miles and was determined not reliable. In March, a drunk driver hit and totaled our 2016 Ford Edge, our Behavioral Health employee driver suffered minor injuries, but never the less out another vehicle.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

Art / Ashley

Premium Outback
"Package 11"

Ashley Cell # 209-244-8615

Bank Review #391 Work # 916-509-8500

04/03/2018

Price.....	25,780.00
Taxable A.M.O.....	289.00
Doc Charge.....	80.00
Dealer Smog Fee.....	0.00
Sales Tax.....	1,895.80
Non-Tax A.M.O.....	0.00
Service Contract.....	0.00
Subtotal.....	28,044.80
DMV Fees.....	361.00
State Emissions Charge	0.00
State Tire Fee.....	8.75
Electronic Veh Reg....	29.00
Total Insurance.....	0.00
Total.....	28,443.55

Trade.....	0.00
Payoff.....	0.00
Net Trade.....	0.00
Cash Down.....	0.00
Deferred Down.....	0.00
Rebate.....	0.00
Total Down.....	0.00
APR.....	0.00
Term.....	1
Monthly Payment.....	28,443.55

Amount Financed.....	28,443.55
Finance Charge.....	0.00
Total of Payments.....	28,443.55
Total Sale Price.....	28,443.55

Item	====	Term	==	C/D	====	Total
Svc. Cont.	1			0.00		0.00
Mo. Pmt	1			0.00		28443.55

*** Buyer ***

*** 2nd Buyer ***

QUINCY, CA 95971

Soc. Sec. #:

Home Phone #:

Work Phone #:

County: PLUMAS

Drv. Lic. #:

E-mail:

*** Purchase ***

*** Trade 1 ***

*** Trade

tock #
ear
ake
del

125815

2018

SUBARU

OUTBACK

1126235 - same price

inc in 20 under 30k on

John Jackson

From: Ashley Gonzalez <agonzalez@elkgrovesubaru.com>
Sent: Friday, April 27, 2018 1:41 PM
To: John Jackson
Subject: Elk Grove Subaru What Can I Do to Help



**8581 LAGUNA GROVE DRIVE
ELK GROVE, CA 95757
916-509-8500**



Ashley Gonzalez

Internet Sales Manager

Cell : 209-244-8615

Dealership: 916-509-8500

Email: agonzalez@elkgrovesubaru.com



This email was sent to: jojackson@pcbh.services.

From: Elk Grove Subaru 8581 Laguna Grove Dr Elk Grove, CA 95757

[Update Preferences](#) - to update your communication preferences.

[Unsubscribe](#) - to stop all future email communications [REF_Y1845156-717707_NO].

[Terms and Conditions](#)

<https://dms07.dms.dealertrack.com/dtdms/?token=%22eyJ0b2t0b1I6ICJBT21WaFQvVDhiNHd4OXFvOTA0U2FIWUc3aFpFVmlmZGg0UUVjVTXZPRGRZY3ZidHR0SE>

OUTBACK

4S4BSACC8J3302842
2018 SUBARU OUTBACK 2.5i PREMIUM/4WD
LAFAYETTE, IN
Truck / 605-601120

VIN
Model/Code
Port/Assembly
Deliver by/Carrier

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score

Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal	Driver	Passenger
★★★★★	★★★★★	★★★★★
Crash	★★★★★	★★★★★
Based on the risk of injury in a frontal impact.		
Side	★★★★★	★★★★★
Crash	★★★★★	★★★★★
Based on the risk of injury in a side impact.		
Rollover	★★★★★	★★★★★
Based on the risk of rollover in a single-vehicle crash.		

Star ratings range from 1 to 5 stars (★★★★★) with 5 being the highest.
Based on the risk of injury in a frontal impact.
Source: National Highway Traffic Safety Administration (NHTSA)

www.safercar.gov or 1-888-327-4236

EPA DOT Fuel Economy and Environment

Fuel Economy

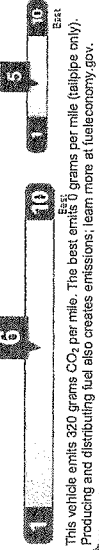
28 MPG
combined city/hwy
3.6 gallons per 100 miles

SMALL SUVs cars range from 18 to 34 MPG.
The best vehicle rates 135 MPG

Annual fuel cost

\$1,300

Fuel Economy & Greenhouse Gas Rating (tailpipe only)



This vehicle emits 320 grams CO₂ per mile. The best emits 0 grams per mile (tailpipe only).
Producing and distributing fuel also creates emissions. Learn more at fuelconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 27 MPG and costs \$6,260 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$2.40 per gallon. Topco is miles per gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fuelconomy.gov

Obtain personalized estimates and compare vehicles

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 45%
MAJOR SOURCES OF FOREIGN PARTS
COUNTRY OF ORIGIN:
ENGINE: JAPAN
TRANSMISSION: JAPAN
Note: Parts content does not include final assembly, distribution, or other non-parts costs.

STANDARD EQUIPMENT

SAFETY

- Symmetrical All-Wheel Drive (AWD)
- Vehicle Dynamics Control (VDC)
- Anti-Lock Brakes (ABS)
- 4-Wheel Disc Brakes with Brake Assist
- Rear Vision Camera
- Subaru Advanced Frontal Airbag System
- Front Seat Cushion Airbags
- Side Curtain Airbags with Rollover Sensor and Seat Side Airbags
- 3-Point Seatbelts with Front Pretensioners
- LATCH System for Child Safety Seats
- Anti-Theft Alarm & Immobilizer System
- Brake Override System
- Daytime Running Lights
- Electronic Brake-Force Distribution
- Whiplash Protection Front Seats
- PERFORMANCE AND EXTERIOR
- 2.5L DOHC 4-Cylinder Boxer Engine
- Lineartronic CVT with 6-Speed Manual Mode
- Active Torque Vectoring
- Four Wheel Independent Suspension
- 8.7" Ground Clearance
- 17" Alloy Wheels
- Electric Power-Assisted Steering
- Fog Lights and Auto Lights with Welcome Lighting
- Integrated Roof Rack System with Swing in Place Crossbars

COMFORT, CONVENIENCE & INTERIOR

- 8.0" STARLINK Multimedia Audio System with CD Player
- Bluetooth Hands-Free Phone Connectivity
- SiriusXM Radio, Sports and Weather 4-Months Free
- STARLINK Smartphone Connectivity/Apps
- Apple CarPlay and Android Auto, Alta, Pandora, Heart Radio
- SUBARU STARLINK Safety Plus - 1 Year Free
- Dual Front & Rear USB Ports, iPod / iPhone Connectivity
- 10-Way Adjustable Power Driver's Seat
- Heated Front Seats, Heated Mirrors, Wiper De-Icer
- Dual Zone Automatic Climate Control w/ Air Filtration System
- Auto-Up/Down Front Power Windows & Power Side Mirrors
- Retained Accessory Power for Audio System & Power Windows
- Remote Keyless Entry with Dual Fobs
- 60/40 Split Fold-Down Rear Seatback with Cargo Area Levers
- Tilt/Telescopic Leather Steering Wheel with Cruise Control
- Carpeted Floor Mats & Cargo Area Cover with Cargo Area Tray
- Automatic Power Door Locks

LIMITED WARRANTY/ROADSIDE ASSISTANCE

- 3 Years / 36,000 Miles Basic
- 5 Years / 60,000 Miles Powertrain
- 5 Yrs/Unlimited Mileage Rust Perforation
- 3 Yrs / 36,000 24/7 Roadside Assistance
- See Owner Info Kit/Warranty For Details



OPTIONAL EQUIPMENT AND OTHER ITEMS

- Manufacturer's Suggested Retail Price
- Exterior Color: Crystal White Pearl
- Full Tank of Gas
- Standard Option: 11
- Popular Package #1
- Ext Auto Dim Mirror
- Rear Bumper Cover
- LED Map and Dome Lights
- All-Weather Floor Liners
- Mirror Compass w/ homelink

Destination and Delivery

Total Suggested Retail Price

\$915.00

\$29,854.00

THE LABEL HAS BEEN APPLIED PURSUANT TO FEDERAL LAW. DO NOT REMOVE OR ALTER PRIOR TO THE DELIVERY TO THE ULTIMATE PURCHASER.

John Jackson

From: burnettc@autonation.com
Sent: Friday, April 06, 2018 2:21 PM
To: John Jackson
Subject: Regarding your request for a 2018 SUBARU OUTBACK 2.5i



Prepared for: **Plumas County Behavioral Health**
John Jackson
Quincy, CA 95971
Day: 530-283-6308 Evening: 530-283-6307
Email: jojackson@kingsview.org

Date: 4/6/2018 2:19:44 PM
ID: 65876384-2664489026
Manager: Howes, Dan
Salesperson: Burnett, Cory

VEHICLE		No Trade-In
Vehicle: 2018 SUBARU OUTBACK 2.5i JDD 4dr Wgn Prem Stock #: J3308088 VIN: 4S4BSACC8J3308088 Miles: 5		
PURCHASE OPTION		
Vehicle Price:	\$29,706.00	
AutoNation Savings:	- \$3,426.00	
AutoNation Price:	\$26,280.00	
Sales Tax (estimate):	+ \$1,913.20	
Smog Abatement Fee:	+ \$20.00	
Flat Add/County Fee:	+ \$8.00	
Electronic Filing:	+ \$29.00	
Weight Fee:	+ \$24.00	
Documentation Fee:	+ \$80.00	
Balance Due (estimate):	\$28,354.20	

burnettc@autonation.com

Ask how you can protect your vehicle tomorrow with a Vehicle customer, to assist you in better understanding the financial options available based on approved credit, applicable taxes, vehicle selection, trade value, particular to your transaction. Final payments and terms may vary. Customer trade lien payoff.

5
he

x _____
Buyer Date

x _____
Sales

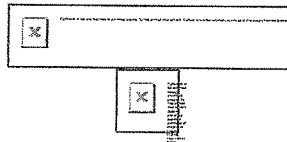
Cory Burnett
Internet Sales Manager
916-802-7679

John Jackson

From: burnettc@autonation.com
Sent: Thursday, April 05, 2018 1:58 PM
To: John Jackson
Subject: Pricing on your 2018 Subaru Outback

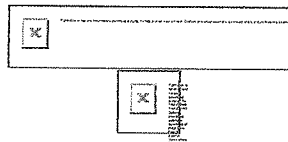
Hello

Based on our conversation here's the vehicle options that come closest to your request. If these work for you let me know and I can work up the OTD numbers



2018 Subaru Outback Premium

MSRP: \$29,706
AutoNation Price: \$26,455
Vin: 4S4BSACC8J3307250
Stock Number: J3307250
Exterior: Crystal White Pearl
Interior: Slate Black
Mileage: 8



2018 Subaru Outback Premium

MSRP: \$29,706
AutoNation Price: \$26,455
Vin: 4S4BSACC8J3308088
Stock Number: J3308088
Exterior: Crystal White Pearl
Interior: Slate Black
Mileage: 5

Let me know when you want to come by to take it for a spin? I'll have it all ready and waiting for you up front when you get here.

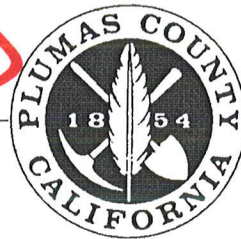
Look forward to seeing you,

Cory Burnett
Internet Sales Manager
916-786-6611
AutoNation Subaru Roseville
AutoNation Mazda Roseville
100 Automall Drive
Roseville, CA 95661

Vehicle	Vin#	License	Int Mileage	Status/location	Drivers
			May-18		
2013 Ford F-150 / Blue	1FTFW1ET9DKD54904	1455801	48597	Annex	Staff
2016 Ford Edge / Light Blue	2FMPK4J96G8C12144	1455800	27941	Annex	Staff
2003 FORD ESCAPE / SILVER	1FMUYU93153KD07314	1149187	172417	Annex	Staff
2008 FORD ESCAPE / RED	1FMCU93178KE80320	1208245	102642	Annex	Staff
2015 Toyota SIENNA #101	5TDJK3DC4FS104257	1477109	49300	Annex	Staff
2015 Honda CRV/GRAY #113	2HKRM4H37FH641899	1477001	35951	Annex	Staff
2015 Honda CRV/WHITE #64	5J6RM4H31FL022527	1477004	33613	Annex	Staff
2015 Honda CRV/GRAY #180	5J6RM4H34FL074393	1477000	39324	Annex	Staff
2015 Honda CRV/WHITE #45	5J6RM4H38FL065066	1477005	40926	Annex	Staff
2010 MERCURY MOUNTAINEER	4M2EN4J8XAUJ07239	1347712	58,679	Annex	Staff
2013 SUBARU LEGACY	4S3BMB62D3032798	1447443	67,965	Annex	Staff
2016 Ford Explorer - Blue	1FM5K8DXGGB63623	1455682	22243	Annex	5150 Transport vehicle
2016 Ford Explorer - Brown	1FM5K8DH9GGB5309	1455681	26035	Annex	5150 Transport vehicle
2012 HONDA CRV/BLUE	5J6RM4H35CL041335	145003	51157	Annex	Staff
2001 DODGE CARAVAN / WHITE	2B4GT44L81R230990	1065783	248456	DIC	Staff/locally - no long distance
2007 DODGE GRAND CARAVAN / SI	2D4GP44L17R146593	1271173	49531	DIC	Staff
2015 Toyota SIENNA/DIC	5TDJK3DCXFS108815	1476947	23339	DIC	Staff
2015 Ford F-150 / Red	1FTEW1EF2FKE10772	7555A2	6759	DIC	Staff
1999 G 3500 15 Passenger Van	1GANG39J8X1085503	1016876	91373	DIC	Staff
2015 Honda CRV/GRAY #119	2HKRM4H35FH641884	1477002	31894	Portola	Staff
2008 FORD ESCAPE/SAGE	1FMCU93198KE80321	1208246	102580	Portola	Staff
2012 HONDA CRV/SILVER	5J6RM4H35CL038855	1405002	44052	Greenville	Staff
2015 Honda CRV/WHITE #37	5J6RM4H33FL068277	1477003	29208	Greenville	Staff
2008 FORD ESCAPE/GREEN	1FMCU92Z58KA37980	1208421	130392	Chester	Staff

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET ♦ ROOM 205 ♦ QUINCY, CA 95971-4111 ♦ (530) 283-6246 ♦ FAX (530) 283-6442
ROBERTA M. ALLEN, CPA ♦ AUDITOR / CONTROLLER



Date: May 8, 2018

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller 

Subject: Renewal of Services Agreement between County of Plumas and Susan Scarlett for preparation of the 2018-2019 Plumas County Budget and budget related services.

Recommendation:

Approve renewal of Services Agreement between County of Plumas and Susan Scarlett for preparation of the 2018-2019 Plumas County Budget and budget related services as described in Exhibit A of the attached Services Agreement document. Contract amount is \$35,000, term of contract is one year (July 1, 2018 through June 30, 2019) per Exhibit B of attached Services Agreement.

Background:

The County Budget Act requires that a recommended budget be passed by the Board of Supervisors by June 30th each year, and the Final Budget be passed by October 2nd each year. Susan Scarlett's existing contract expires June 30, 2018. This contract renewal will allow her to continue with the budget process and prepare the budget for fiscal year 2018-2019.

Respectfully submitted,

Roberta Allen
Auditor/Controller

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 Office of the Auditor (hereinafter referred to as "County"), and Susan Scarlett, an individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty-five Thousand and No/100 Dollars (\$35,000.00).
3. Term. The term of this agreement shall be from July 1, 2018 through June 30, 2019, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

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

8. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. General liability coverage with a minimum per occurrence limit of one million dollars (\$1,000,000).
 - b. Professional liability coverage with a minimum per occurrence limit of two-hundred fifty thousand dollars (\$250,000), with a five hundred thousand dollar (\$500,000) aggregate.
 - c. Automobile liability coverage (including non-owned automobiles), with a minimum bodily injury limit of fifty thousand dollars (\$50,000) per person and one hundred thousand dollars (\$100,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
 - d. Workers Compensation insurance in accordance with California state law.

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

9. 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.
10. 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.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. 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.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
 - a. Should Contractor identify a conflict of interest (pursuant to such professional standards as are applicable to Contractor's profession) between work performed for County and work performed for another client, Contractor may terminate this Agreement as of such date necessary to prevent such conflict of interest. Contractor shall endeavor to provide as much advance notice of such termination

to County, and shall assist County, to the extent permitted by applicable codes of professional conduct, to find a replacement to perform the work described in this Agreement and to effectuate an efficient transfer of such responsibilities.

- b. County acknowledges and agrees that Contractor currently provides services to other clients that either have had or may have a conflict or dispute with the County, including but not limited to, the City of Portola and that despite these conflicts or potential conflicts Contractor may continue to provide service to such clients during and after the term of this agreement.

20. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Susan Scarlett
P.O. Box 1906
Quincy, CA 95971

21. 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.
22. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

CONTRACTOR:

Susan Scarlett, an individual

Date signed: _____

COUNTY:

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

By: _____

Name: Jeff Engel

Title: Chair, Board of Supervisors

Date signed: _____

APPROVED AS TO FORM:

Plumas County Counsel

By: _____

Print name _____

County Counsel

Date signed: _____

EXHIBIT A

Scope of Work

Assist staff of the Auditor-Controller's office with preparation of the 2018-19 Plumas County Budget, upon request on an as-needed basis. Such assistance may include, but is not necessarily limited to, preparation of budget elements and review of the work of County staff on the budget. Contractor may also be requested to answer questions regarding the budget at meetings of the Board of Supervisors, to the extent Contractor is available to do so.

EXHIBIT B

Fee Schedule

Total compensation under this Agreement shall not exceed \$35,000.

Contractor shall charge \$65 per hour for services provided under this Agreement, inclusive of all expenses except mileage unless expressly authorized by County in writing prior to the occurrence of such expense.

Contractor shall be reimbursed for mileage incurred to attend meetings occurring outside of the Quincy area, at the County's then-standard mileage reimbursement rate and any other travel costs that may be incurred if over night travel is requested of Contractor.

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



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff


Office of Emergency Services

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

JE

DATE: May 7, 2018

TO: Honorable Board of Supervisors

FROM: Sheriff Gregory J. Hagwood 

RE: Agenda Item for the meeting of May 22, 2018

Recommended Action:

Receive the Update and Report of Accomplishments of the Plumas County Fire Prevention Specialist.

Background and Discussion:

As the Board will recall, Sue McCourt is serving under contract as the county's Fire Prevention Specialist. Funded through Title III, her scope of work includes a wide range of Firewise and Community Wildfire Protection Planning duties and activities.

The attached report, taken from the scope of work for the position, summarizes her numerous accomplishments to date. Task 6 is a update to this Board. At this time the Board is asked to receive and file this report of accomplishments.

If you have any questions, please don't hesitate to contact Nick Dawson at 283-7438 or me at 283-6389.

Summary of Activities May 2017 – April 2018

Fire Prevention Specialist

Community Wildfire Evacuation Route Map Project

- Quincy, Chester, Sloat - Cromberg maps completed
- CAL FIRE Lassen Modoc Unit and State Office partnership. Printed full Ready Set Go publications of 3 community maps. 5000 map publications mailed out to Quincy area residents fall 2017 and 2000 to be mailed to Chester residents this month. Publication also printed for local use for Sloat – Cromberg, and Plumas Eureka Communities with their maps.
- Maps to be posted on line at www.plumascounty.us - Office of Emergency Services department. Print and geospatial PDF maps available for download.

Firewise support

- Support to Firewise Community boards / committees
- Hosted Annual Plumas County Firewise Coordinators meeting
- Contacts with county residents during Minerva Fire providing materials and outreach on Firewise Communities program and Code Red.
- Completed Firewise Community Assessments for Almanor Pines, Galeppi Ranch, City of Portola, Chester and Feather River College
- Provide Firewise related opportunities and efforts in county to the Plumas Fire Chiefs Association

Emergency Preparedness

- 2018 Wildfire Awareness Week activities- publication, articles, support to National Wildfire Community Awareness day May 5th community events.
- Prepared articles on preparedness quarterly for area newspapers.
- Emergency preparedness messages / presentations for communities of Plumas Eureka, Greenhorn, Portola, Graeagle, Mohawk Vista, Gold Mountain and Sloat – Cromberg – Camp Layman Firewise Day events.
- Teamed up with Plumas County Public Health Age Well, Live Well presentations throughout County. Assisted with Emergency Preparedness and Code Red presentations.

Plumas County Tree Mortality Task Force

- Member of Public Information group of PCTMTF. Provide updates to various groups.

Support to Plumas County Firesafe Council

- Provide Firewise updates to Plumas Firesafe Council' website. www.plumasfiresafe.org.
- Participate with Feather River Stewardship Coalition

Continued implementation of action items in Communication Plan: Fire Protection in Plumas County- Public Education and information relating to residents residing outside a Fire District.

- Continued discussions and providing assistance to fire districts for outreach of out of fire district residents in their response area. Updated Communication Plan, pending review.

JF

**PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

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

AGENDA REQUEST

For the May 15, 2018 meeting of the Plumas County Board of Supervisors

May 8, 2018

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works and
Administrator of the Franchise Contract Between
the County and Feather River Disposal



Subject: Consideration of Proposal from Solid Waste Franchise Contractor, Feather River Disposal, to Increase the Existing Reduced Rate at only the East Quincy Transfer Station for only Non-Woody Green Waste, from \$5.00/Cubic Yard to \$17.44/Cubic Yard; discussion, possible action and/or direction to staff.

Background:

During recent discussions with staff and representatives of Feather River Disposal (FRD), a Franchise Contractor of the Plumas County Solid Waste Program, a dispute arose between FRD and the Administrator in regard only to continuation of the Non-Woody Green Waste fee at only the East Quincy Transfer Station.

With a letter, dated May 1, 2018, a representative of Feather River Disposal (FRD) submitted documentation to Public Works staff that set forth the position that "Feather River Disposal will be unable to accept Non-Woody Green Waste at \$5.00 per cubic yard at the East Quincy Transfer Station ...".

In response to the above referenced May 1st documentation, The Administrator of the Franchise Contract informed FRD that said documentation would be considered as a formal proposal from FRD to the County.

Accordingly, the Plumas County Integrated Waste Management Task Force ("Solid Waste Task Force") considered this matter at its meeting of May 7, 2018. The Draft minutes of said Task Force meeting will be available at the May 15, 2018 meeting of the Board of Supervisors.

Agenda Request: Consideration of Proposal from Solid Waste Franchise Contractor,
Feather River Disposal, to Increase the Existing Reduced Rate at only
the East Quincy Transfer Station for only Non-Woody Green Waste

BOS Meeting Scheduled for May 15, 2018

May 7, 2018

Page 2

The following pertinent documents are attached:

- Preliminary Notice to Proceed to FRD, RE: Chester Green Waste Receiving Program for 2018, dated February 2, 2018.
- Final Notice to Proceed to FRD, RE: Chester Green Waste Receiving Program for 2018, dated May 1, 2018.
- Notice to Proceed to FRD, RE: East Quincy Transfer Station Green Waste Receiving Program for 2018, dated April 26, 2018.
- Letter from Ms. Kimberly Fleming to Public Works, RE: "...unable to accept Non-Woody Green Waste at \$5.00 per cubic yard at the East Quincy Transfer Station ...", . dated May 1, 2018.
- Letter from Public Works to FRD, c/o Mr. Greg Martinelli, RE: Responsibilities of FRD in regard to Green Waste Receiving Programs for 2018, dated May 5, 2018.

Recommendations:

The Director of Public Works respectfully asserts that the attached documents contain the positions of the Department of Public Works and the Solid Waste Task Force, both submitted for consideration by the Board of Supervisors.

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

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



February 2, 2018

Mr. Dennis Simpson
Feather River Disposal
1166 Industrial Way
Quincy, CA 95971

**SUBJECT: EAST QUINCY TRANSFER STATION – WOODY GREEN WASTE
PRELIMINARY NOTICE TO PROCEED**

Dear Mr. Simpson:

As discussed during the “Operations Meeting,” conducted on January 17, 2018, this letter is being provided to Feather River Disposal as a “Preliminary Notice to Proceed” with bin collection of woody green waste at the East Quincy Transfer Station.

Public Works staff has completed construction of the new woody green waste concrete tipping wall at the East Quincy Transfer Station. The remaining task of paving the upper and lower areas at the tipping wall is scheduled to be completed this spring.

Additionally, Public Works staff is coordinating with SPI staff in regard to establishing specific operation procedures among SPI, Public Works and FRD when it becomes necessary to transport the collected woody green waste from the East Quincy Transfer Station to the site of SPI. Public Works staff will coordinate with FRD staff as those procedures are finalized.

Once the procedures are established, Plumas County Public Works staff will place an advertisement in the *Feather River Bulletin* and update our County website for public notice of the woody green waste receiving program at the East Quincy Transfer Station. In the meantime, Feather River Disposal may place a bin adjacent to the new concrete tipping wall. Its use by the public, however, is not authorized until Feather River Disposal receives a “Final Notice to Proceed” from this office.

Mr. Dennis Simpson
Preliminary Notice to Proceed
February 2, 2018
Page 2 of 2

Attached for your information is a copy of the April 13, 2017 Letter of Agreement between Sierra Pacific Industries (SPI) and Plumas County.

Should you have any questions, please contact Mara Solomon at (530) 283-6032 or marasolomon@countvofplumas.com.

Sincerely,

A handwritten signature in dark ink, appearing to read "Robert A. Perreault, Jr.", with a stylized flourish at the end.

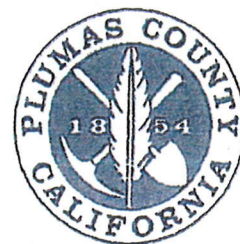
Robert A. Perreault, Jr., P.E.
Administrator, Solid Waste Franchise Contracts, and
Director of Public Works

Attachment

cc: Mara Solomon, Manager
Jim Graham, Public Works
Jeff Engel, Plumas County Supervisor
Lori Simpson, Plumas County Supervisor
Pat Sanders, Environmental Health

BOARD OF SUPERVISORS

MICHAEL SANCHEZ, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5



April 13, 2017

Mr. Chris Skinner
1538 Lee Road
Quincy, CA 95971

RE: Plumas County Solid Waste Program
Arrangement for Disposal of Woody Green Waste at the SPI Facility in Quincy, CA

Dear Mr. Skinner:

This letter of understanding follows discussions, during the past several months, between Sierra Pacific Industries, Inc. ("SPI") officials and Plumas County ("County") officials in regard to the matter of re-implementing the past long standing arrangement between SPI and the County, albeit with different operating conditions. This letter, upon acceptance by SPI, represents an understanding between the County and SPI, to again conduct a green waste disposal program," but with the following understandings:

SPI desires to work cooperatively with Plumas County towards the development of only a Woody Green Waste disposal solution for the constituents of the County, but primarily from the greater American Valley area. Toward that end, SPI, Inc. is agreeable to the acceptance of "Unprocessed Woody Green Waste" that has been collected from the public at a non-SPI location.

The purpose of this letter is to set forth the terms and conditions between the County and SPI, thus enabling SPI to accept unprocessed woody green waste at the Sierra Pacific Industries Plant in Quincy.

For the purpose of this letter, the following definitions are pertinent:

"Woody Green Waste" means a green waste that has a high energy potential and which may be used as a source for conversion into fuel or electricity, i.e. woody debris such as dry pine cones, brush and tree trunks, limbs and branches.

"Non-Woody Green Waste" means a green waste that has a low energy potential, such as pine needles, garden waste, leaves, green (not dry) pine cones, weeds and grass clippings.

"Unprocessed Green Waste" means Green Waste not subjected to chipping, grinding, or other mechanized treatment.

Mr. Chris Skinner

RE: Disposal of Woody Green Waste at SPI in Quincy

April 13, 2017

Page 2 of 3

The acceptance of "Unprocessed Woody Green Waste" by Sierra Pacific Industries, Inc. is subject to the following operational parameters:

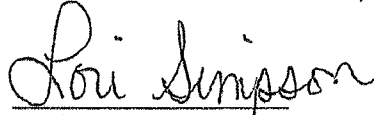
1. SPI agrees to accept, at their Quincy Plant, Unprocessed Woody Green Waste, delivered in bulk by the County.
2. Material delivered to SPI will be in County vehicles only. The general public is not permitted to deliver its green waste to SPI.
3. The COUNTY agrees to dispose of Unprocessed Woody Green Waste at SPI's Quincy Plant, subject to the following operational parameters:
 - A. The COUNTY shall be responsible for the collection of Woody Green Waste from the public at a location that is not on property owned by SPI.
 - B. The COUNTY shall ensure that Woody Green Waste is cut into lengths no greater than three (3) feet in length, and is free of dirt, rocks and other non-Woody Green Waste debris.
 - C. The COUNTY shall perform load-checking activities at both the collection site and during off-loading at the SPI disposal site to ensure that only Woody Green Waste is delivered to SPI.
 - D. The COUNTY shall deliver collected Woody Green Waste to a location as identified by SPI. Such location may be revised by SPI from time to time.
 - E. Periodic deliveries by the COUNTY will be made on a date and time, as approved by SPI. Deliveries will be made only during normal working hours of the COUNTY.
 - F. The COUNTY understands that mechanical operation problems at the SPI facilities is a basis for SPI to temporarily suspend this arrangement between the COUNTY and SPI.
 - G. SPI will provide the above described green waste disposal services at no cost to the COUNTY.

Mr. Chris Skinner
RE: Disposal of Woody Green Waste at SPI in Quincy
April 13, 2017
Page 3 of 3

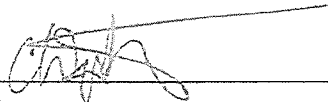
Either party may decide, in writing, to end the understandings set forth in this letter, such termination to be become effective no sooner than 30 calendar days from the date of such written notice, unless a different, mutually agreeable date is established by both parties.

On October 18, 2016, the Plumas County Board of Supervisors voted to authorize the Chair to execute this letter.

Very truly yours,


Chair, Board of Supervisors

CONCURRENCE BY SPI


Signature

Name - Printed:

CHRIS SKINNER

Title: DIVISION MANAGER

Date: 4-13-17

cc: Robert Perreault, Director of Public Works, Plumas County
Mark Lathrop, Community Relations Manager - Sierra Pacific Industries



PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

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

HAND-DELIVERED BY PUBLIC WORKS TO FEATHER RIVER DISPOSAL OFFICE ON MAY 1, 2018

May 1, 2018

Marci Walton, Manager
Feather River Disposal
1166 Industrial Way
Quincy, CA 95971

SUBJECT: **CHESTER LANDFILL - GREEN WASTE RECEIVING
NOTICE TO PROCEED**

Dear Ms. Walton:

As discussed during the "Kick-Off Meeting," conducted on April 23, 2018, as well as during the Operations Meeting conducted on April 26, 2018, this letter is being provided to Feather River Disposal ("FRD") as a "Notice to Proceed" with the green waste receiving program at the Chester Landfill in the Lake Almanor Basin area of Plumas County under the operational parameters as described below. As we have recently discussed several times, the start date of the 2018 program is Friday, May 4, 2018.

"Woody Green Waste" is defined as woody debris such as dry pine cones, brush and tree trunks, limbs and branches.

"Non-Woody Green Waste" is defined as pine needles, garden waste, leaves, green (not dry) pine cones, weeds and grass clippings.

All green waste is to be accepted at the Chester Landfill at the reduced rate of \$5.00 per cubic yard with the following revisions to the rules to be followed by the customers, thus:

Green Waste is to be accepted at the Chester Landfill on Tuesdays from 8 AM to 12 PM, as well as Fridays and Saturdays from 9 AM to 5 PM (closed 12-12:30 PM) until winter closure in Fall of 2018 at a date yet to be determined by Public Works.

Acceptable green waste does not include stumps, rounds greater than 12 inches in diameter, limbs, branches or tree trunks greater than 4 feet in length and 12 inches in diameter, or construction debris. The FRD green waste facility attendant is to load check all green waste brought by the customer for disposal, and reject any green waste contaminated with other types of municipal solid waste (MSW) or construction debris. The attendant will inform the customer that all contaminated green waste may be transported to the Chester-Lake Almanor Transfer Station for disposal at the MSW fee of \$17.44 per cubic yard.

All rejected green waste brought by a customer from the Chester Landfill to the Chester-Lake Almanor Transfer Station, and all green waste brought directly by a customer to the Transfer Station is to be accepted at the Transfer Station at a non-reduced rate of \$17.44 per cubic yard during all open hours Fridays-Tuesdays from 9 AM to 5 PM (closed 12-12:30 PM).

The FRD green waste facility attendant at the Chester Landfill is expected to follow all safety requirements and wear designated Personal Protective Equipment (PPE). All loads brought for disposal are to be load checked for contaminated materials, construction debris, and unacceptable green waste. Accepted green waste is to be deposited at locations designated by the facility attendant. The facility attendant will be responsible for collecting all disposal fees, providing disposal receipts, and maintaining disposal records that will indicate volumes and times delivered as well as fee amounts collected.

FRD is responsible for providing a water source and a porta-potty onsite during the 2018 green waste receiving operation days as described above.

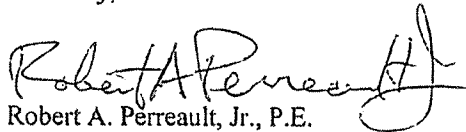
If FRD encounters any problems in providing a water source, that fact must be brought to the attention of Public Works as soon as possible. Please keep in mind that an on-site water source is a condition of the County's air quality permit from the Northern Sierra Air Quality Management District, which is necessary for winter burning of the green waste pile.

In addition, should FRD not have staff available for facility attendance at any time during 2018 green waste receiving operations, FRD is to contact Public Works staff immediately.

On April 26, 2018, Plumas County Public Works staff scheduled placement of a News Release in the *Feather River Bulletin*, *Chester Progressive*, and *Indian Valley Record* for publication on Wednesday, May 2, 2018. Public Works has also updated our County website with a Public Notice of the Green Waste Receiving Program at the Chester Landfill, copy attached.

Should you have any questions, please contact Mara Solomon at (530) 283-6032 or marasolomon@countvofplumas.com.

Sincerely,



Robert A. Perreault, Jr., P.E.
Administrator, Solid Waste Franchise Contracts, and
Director of Public Works

Attachment

cc: Mara Solomon, Solid Waste Manager
Jim Graham, Public Works
Lori Simpson, Plumas County Supervisor
Jeff Engel, Plumas County Supervisor
Jerry Sipe, Environmental Health

NEWS RELEASE

Plumas County Department of Public Works

Solid Waste Division



For Immediate Release

April 26, 2018

Media Contact: Mara Solomon, marasolomon@countvofplumas.com

Telephone: (530) 283-6268

Disposal of Green Waste at the Chester Landfill in the Lake Almanor Basin Area

The Plumas County Solid Waste Division announces that Friday, May 4, 2018 is the opening date of the 2018 Green Waste Receiving Program at the Chester Landfill for the disposal of Green Waste (Woody and Non-Woody) for the Lake Almanor Basin area of Plumas County.

"Woody Green Waste" is defined as woody debris such as dry pine cones, brush, and tree trunks, limbs and branches.

"Non-Woody Green Waste" is defined as pine needles, garden waste, leaves, green (not dry) pine cones, weeds and grass clippings.

All Green Waste types will be accepted at the Chester Landfill at a reduced rate of \$5.00 per cubic yard on the following days:

Tuesdays from 8 AM to 12 PM

Fridays and Saturdays from 9 AM to 5 PM (closed 12-12:30 PM)

Only Green Waste will be accepted at the Chester Landfill. All loads are subject to strict load checking by the facility attendant. Green Waste contaminated with other types of waste or construction debris will be rejected by the onsite attendant.

Green Waste not accepted at the Chester Landfill:

- Stumps
- Rounds greater than 12 inches in diameter
- Limbs, branches or tree trunks greater than 4 feet in length and 12 inches in diameter.
- Construction debris

At the option of the Customer, all Green Waste will continue to be accepted at the Chester-Lake Almanor Transfer Station at a non-reduced rate of \$17.44 per cubic yard on Friday-Tuesday from 9 AM to 5 PM (closed 12-12:30 PM).



PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

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

April 26, 2018

Marci Walton, Manager
Feather River Disposal
1166 Industrial Way
Quincy, CA 95971

**SUBJECT: EAST QUINCY TRANSFER STATION
WOODY AND NON-WOODY GREEN WASTE
FINAL NOTICE TO PROCEED**

Dear Ms. Walton:

Following the Woody Green Waste Preliminary Notice to Proceed letter to Dennis Simpson, dated February 2, 2018, and as discussed during the "Kick-Off Meeting," conducted on April 23, 2018, as well as the East Quincy Transfer Station and Sierra Pacific Industries (SPI) site visits on April 23, 2018, this letter is being provided to Feather River Disposal as a "Final Notice to Proceed" with bin collection of woody green waste at the East Quincy Transfer Station under the operational parameters as described below.

"Woody Green Waste" is defined as woody debris such as dry pine cones, brush and tree trunks, limbs and branches.

"Non-Woody Green Waste" is defined as pine needles, garden waste, leaves, green (not dry) pine cones, weeds and grass clippings.

The acceptance of woody green waste and non-woody green waste at the East Quincy Transfer Station at the reduced rate of \$5.00 per cubic yard is to continue, but with the following changes in days and revisions to the rules to be followed by the customers, thus:

Woody green waste and non-woody green waste is to be accepted at the East Quincy Transfer Station on the following on all open days: Friday through Tuesday from 9 AM to 5 PM (April 1 to November 30) and 9 AM to 4 PM (December 1 to March 31), closed 12-12:30 PM. Feather River Disposal (FRD) has agreed to place two 30-cubic yard bins for woody green waste collection below the recently constructed tipping wall, located on the south side of the existing transfer station building.

Green waste must be segregated by the customer into woody green waste and non-woody green waste. Woody green waste must be free of dirt, rocks, or other types of waste and construction debris in order to qualify for the reduced rate of \$5 per cubic yard. Non-segregated green waste and green waste contaminated with other types of municipal solid waste (MSW) or construction debris is to be charged the current, non-reduced rate of \$17.44 per cubic yard. Woody green waste does not include stumps, limbs, branches or tree trunks greater than 3 feet in length. The facility attendant is to load check for segregation

of woody and non-woody green waste, contaminated materials, construction debris, and unacceptable woody green waste prior to permitting any woody green waste to be deposited into a collection bin.

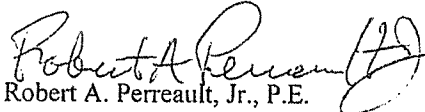
When both woody green waste collection bins are full, the facility attendant is to contact FRD to have an FRD driver transport the bin to the SPI facility in Quincy for disposal. The driver is to enter SPI via Gate 1 on Lee Road and follow the route designated by SPI Manager, Matt Tiborski, to the left of the retention pond and heading northwest to the disposal area west of the chip piles. The FRD driver is expected to follow all safety requirements, wear designated PPE and follow any unloading instructions provided by SPI staff. All loads disposed at SPI are to be load checked for contaminated materials, construction debris, and non-woody green waste. Any contaminated materials are to be returned to the East Quincy Transfer Station for disposal in the transfer station.

The paving of the upper and lower areas at the tipping wall is scheduled by Public Works to be completed this spring. Public Works staff will notify FRD when paving is scheduled. To facilitate maneuverability by the tipping wall, Public Works will relocate the onsite used oil container to the north side of the Transfer Station building as soon as requested by FRD that wiring of the metal storage shed next to the attendant hut has been disconnected. The metal shed will need to be removed offsite, the used tire bin relocated, and the used battery container relocated farther east to accommodate the used oil container in this location.

On May 3, 2018, Plumas County Public Works staff will schedule placement of a News Release in the *Feather River Bulletin* for publication on Wednesday, May 9, 2018. Public Works will also update our County website with a Public Notice of the Woody Green Waste Receiving Program at the East Quincy Transfer Station.

Should you have any questions, please contact Mara Solomon at (530) 283-6032 or marasolomon@countvofplumas.com.

Sincerely,



Robert A. Perreault, Jr., P.E.
Administrator, Solid Waste Franchise Contracts, and
Director of Public Works

cc: Mara Solomon, Solid Waste Manager
Jim Graham, Public Works
Lori Simpson, Plumas County Supervisor
Jeff Engel, Plumas County Supervisor
Jerry Sipe, Environmental Health

**WASTE MANAGEMENT INC.**

Feather River Disposal
1166 Industrial Way
Quincy, CA 95971
(530) 283-2004

May 1, 2018

Robert A. Perrault, Jr.
Director of Public Works, and Administrator,
Solid Waste Franchise Contracts
County of Plumas 1834 East Main Street
Quincy, CA 95971

Dear Mr. Perrault,

Per the request of Plumas County, Feather River Disposal agrees to the Green Waste Receiving Program at the Chester Landfill for the disposal of Green Waste (Woody and Non-Woody) for the Lake Almanor Basin area of Plumas County

Beginning May 4, 2018, and ending Tuesday October 30, 2018, Feather River Disposal will accept Green Waste at the Chester Landfill at a reduced rate of \$5.00 per cubic yard on the following days: Friday and Saturday from 9 AM to 5 PM (closed 12-12:30 PM) and Tuesdays from 8 AM to 12 PM for the Public and Commercial customers.

Green Waste will be accepted at the Chester-Lake Almanor Transfer Station at the currently posted, non-reduced rate of \$17.44 per cubic yard on Friday-Tuesday from 9 AM to 5 PM (closed 12-12:30 PM).

Woody green waste will be accepted at the East Quincy Transfer Station at any time the facility is open between the months of May-October 2018 at the rate of \$5.00 per yard. Provided, the disposal opportunity at Sierra Pacific Industries remains in effect.

The rate structure of the accepted woody and non-woody green waste material will be the posted gate rate, which currently is as follows:

	Woody Green Waste Rate	Non- Woody Green Waste
East Quincy Transfer Station	\$5.00/ yard	\$17.44/ yard
Chester-Lake Almanor Transfer Station	\$17.44/ yard	\$17.44/ yard
Chester-Lake Almanor Green Waste Facility	\$5.00/ yard (during select days)	\$5.00/ yard (during select days)

Feather River Disposal will be unable to accept Non-Woody Green Waste at \$5.00 per cubic yard at the East Quincy Transfer Station or the Chester-Lake Almanor Transfer Station.

Plumas County clearly indicated during contract negotiations for a new franchise agreement that additional costs imposed by the updated recycling program were to be covered by the agreed-to rate adjustments, which included the 4.87% rate increase that was proposed to and agreed to by the County. The County has not moved forward with said adjustment as required; consequently, unless and until the agreed-to adjustment is approved the additional recycling services cannot and will not be provided.

During the off-season, beginning October 31, 2018, all Woody and Non-Woody Green Waste material at the East Quincy Transfer Station and Chester-Lake Almanor Green Waste Facility, will be charged the posted non-reduced rate, which is currently \$17.44 per yard.

Following section 5.08 "Green Waste Collection" of the Plumas County Franchise Agreement, Feather River Disposal does not believe there is an obligation to provide a mobile water source at the Chester-Lake Almanor Green Waste Facility. It appears that a commitment may have been made by a previous manager to supply this item during the Tuesday operating hours. Therefore, for the 2018 season we are attempting to locate and cost out a mobile water source.

Feather River Disposal will provide the portable restroom during the 2018 open season of Chester Landfill for green waste collection.

We look forward to continuing our partnership in this effort.

Sincerely,

A handwritten signature in black ink, appearing to read 'Kim Fleming', with a stylized, cursive script.

Kim Fleming
Public Sector Manager
Waste Management
2569 Scott Avenue
Chico, CA 95928

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION

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



May 5, 2018

Delivered by E-mail on May 5, 2018

USA Waste of California, Inc., dba Feather River Disposal
c/o Mr. Greg Martinelli
Waste Management of Nevada
100 Vassar Street
Reno, NV 89502

SUBJECT: Responsibilities of Feather River Disposal in regard
to Green Waste Receiving Programs for 2018 at the
Chester Landfill and the East Quincy Transfer Station

Dear Mr. Martinelli:

This letter is submitted in response to the May 1, 2018 letter from Kim Fleming, Public Sector Manager, Waste Management, pertaining to the above captioned matters.

This letter also follows the Green Waste Kick Off Meeting conducted by Public Works staff on Monday, April 23, 2018, as well as an additional teleconference meeting on Thursday, April 26, 2018 (which preceded a Public Works/Franchise Contractors Meeting on the same date), during which the details of the Green Waste Receiving Programs at the Chester Landfill and the East Quincy Transfer Station were discussed.

Later, on April 26, 2018, the letter captioned, "EAST QUINCY TRANSFER STATION WOODY AND NON-WOODY GREEN WASTE FINAL NOTICE TO PROCEED," dated April 26, 2018, was hand delivered to FRD offices in East Quincy. (Additionally, a letter captioned, "CHESTER LANDFILL--GREEN WASTE RECEIVING--NOTICE TO PROCEED, had been hand delivered to FRD offices in East Quincy. Ms Kim Fleming, Waste Manage Public Sector Manager has responded with her letter of May 1, 2018.

The rates tabulated in your May 1st letter are in accordance with the previous directives of Public Works, except that one fee category remains in dispute, thus: "receiving non-woody green waste at the East Quincy Transfer Station." The dispute is that Public Works expects a continuation of the previously established rate of \$5.00/CY (for segregated, non-contaminated non-woody waste), whereas FRD is now contending that it (FRD) "will be unable to accept Non-Woody Green Waste at \$5.00 per cubic yard at the East Quincy Transfer Station." This matter was fully discussed during our April 26, 2018 teleconference referenced above. During that teleconference, I reminded you that the \$5.00/CY rate has been in place since the discontinuance of the air curtain burning activity. During that teleconference, I also clarified that *contaminated* non-woody waste (segregated or not) is appropriate for the \$17.44/CY rate.

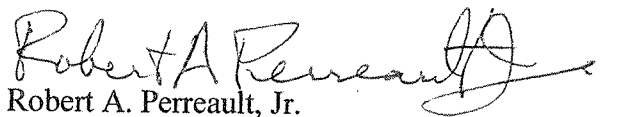
During the April 26th teleconference referenced above, I also stated that the current green waste rates in place were the result of discussions at past Board of Supervisors meeting(s) and have been administered by Feather River Disposal for quite some time, without dispute. As you know, it is the Board of Supervisors (not Public Works staff) that establishes all rates within the Plumas County Solid Waste Program.

During the April 26th teleconference, I stated that an established procedure exists that enables any franchise contractor to propose a rate increase. Such a procedure entails a proposal from a franchise contractor to be submitted in writing to Public Works staff, an analysis by Public Works staff, submittal of the proposal to the Plumas County Integrated Solid Waste Management Task Force (for development of Task Force advice to the Board of Supervisors) and lastly, consideration by the Board of Supervisors. This procedure may be invoked at any time during the calendar year and its timetable is independent of the annual decisions associated with the annual, audited financial statements required of the franchise contractors.

Recognizing that the constituents of the Solid Waste Program have entered their "spring clean up season," Public Works staff will expedite the procedure described above. Accordingly, the May 1, 2018 letter is being considered by the undersigned to be a proposal. The position of Public Works staff is stated above. Fortunately, there is a Solid Waste Task Force meeting scheduled for May 7, 2018 and the meeting Agenda includes agenda items on Green Waste Receiving programs at the Chester Landfill and the East Quincy Transfer Station. On May 7, 2018, Public Works staff will submit an Agenda Request to enable consideration of this matter by the Plumas County Board of Supervisors during their meeting scheduled for May 15, 2018.

In closing, and in the interest of convenience to our mutual constituents and customers, it is respectfully requested that Feather River Disposal cooperate at this time to continue implementation of the approved reduced rate fee schedule that has been in place during the past several years.

Sincerely,


Robert A. Perreault, Jr.
Director of Public Works, and
Administrator, Solid Waste Franchise Contracts

cc: Mara Solomon, Public Works
Marci Walton, Feather River Disposal
Kim Fleming, Waste Management
David Adler, Waste Management

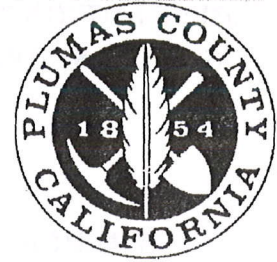
26

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: May 7, 2018

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MAY 15, 2018.

RE: ADOPT RESOLUTION TO AMEND JOB CLASSIFICATION FOR SOCIAL SERVICES DIRECTOR/PUBLIC GUARDIAN/PUBLIC CONSERVATOR

IT IS RECOMMENDED THAT THE BOARD:

Adopt Resolution to amend the Plumas County job classification plan to revise the current Social Services Director/Public Guardian/Public Conservator job description and monthly salary range.

BACKGROUND AND DISCUSSIONS

The current Director of Social Services has submitted his resignation and will be retiring at the end of June 2018. In the past, this position has been classified as a department head and not a contract position. At this time, we would like to change this job classification to a contracted, at-will department head position.

A few changes were made to the current job description that is attached as Exhibit A. This position was listed at a monthly range of \$5,976 - \$7,269. I would like to purpose a monthly salary range of \$5,976 to \$8,904. This would allow for flexibility for hiring a new Director based on educational and relevant experience for this position.

Thank you for the opportunity to continue to update Plumas County's job classifications and salary ranges. I recommend approval of the updated job classification for Social Services Director/Public Guardian/Public Conservator and the associated salary ranges.

Thank you

28
RESOLUTION NO. 2018-_____

**RESOLUTION TO AMEND FISCAL YEAR 2017-2018 JOB CLASSIFICATION FOR
SOCIAL SERVICES DIRECTOR/PUBLIC GUARDIAN/PUBLIC CONSERVATOR
DEPARTMENT #70590**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2017/2018 Job Classification Plan covering all positions in the County service; and

WHEREAS, this position is necessary in the daily operational needs of the Social Services Department #70590; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2017-2018 Position Allocation for the position of Social Services Director/Public Guardian/Public Conservator – monthly salary range of \$5,976 to \$8,904, Fund #70590; and

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

Approve the amendment to the Fiscal Year 2017/2018 Job Classification Plan for the following position:

Social Services Department Fund #70590
Social Services Director/Public Guardian/Public Conservator
Salary range of \$5,976 - \$8,904

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 15th day of May, 2018 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

Exhibit A

**SOCIAL SERVICES DIRECTOR/PUBLIC GUARDIAN/
PUBLIC CONSERVATOR**

DEFINITION

Under administrative direction, to plan, organize, manage, direct and supervise the activities, programs and services of the County Social Services Department and Public Guardian/Conservator functions including public assistance, social services, and the guarding and protecting of assets and health of persons placed under County conservatorship and guardianship; to be responsible for fiscal management, personnel management, program planning and evaluation, and public and political relations related to assigned responsibilities; to represent Department activities, programs, and services with community organizations and other government agencies; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrative Officer; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Head position with general responsibility for the administration of a major area of County Government under the direction of the Board of Supervisors. The position has responsibility for the County Social Services Department, as well as Public Conservator/Guardian functions.

REPORTS TO

Board of Supervisors

CLASSIFICATIONS DIRECTLY SUPERVISED

Deputy Director/Social Services Program Manager, Employment & Financial Services Division Program Manager, Administrative Services Division Staff Services Manager, Public Guardian

Department Fiscal Officer, Assistant Public Guardian/Conservator, Eligibility Supervisor, Employment and Training Supervisor, Social Service Supervisor, Welfare Fraud Investigator I & II, and office support staff.

SOCIAL SERVICES DIRECTOR/PUBLIC GUARDIAN/PUBLIC CONSERVATOR - 2

EXAMPLES OF DUTIES

- Plans, organizes, directs, coordinates, and administers the programs, activities, and services of the County Department of Social Services and Public Conservator/Guardian functions
- Has responsibility for enforcement of eligibility laws and regulations.
- Develops and recommends Department goals, objectives and policies.
- Prepares and administers the Department budgets recommended by the County Administrative Officer and approved by the Board of Supervisors.
- Controls fiscal expenditures and revenues.
- Hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules and the Interagency Merit System.
- Counsels Department staff as warranted by problems and circumstances.
- Oversees Department social service program planning and evaluation.
- Directs the gathering of statistical information and the preparation of a variety of Department reports.
- Represents the Department with community organizations and other government jurisdictions.
- Serves as the Department advocate.
- Deals with the most sensitive public complaints and issues.
- Provides expertise on social services problems and issues for other County management staff and elected officials.
- Performs a broad range of administrative and management duties.
- Meets with other Department Heads to resolve problems, establish procedures and coordinate efforts.
- Coordinates Department policies, regulations, interpretations, and procedures with appropriate State agencies.
- Serves as a media liaison concerning social policy issues.
- Plans service delivery methods and procedures on long and short term basis.
- Performs Public Guardian/Conservator functions as necessary.
- Meets with State staff regarding reviews and preparation of corresponding correction plans.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; 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 performed in an office; occasionally works outside; continuous contact with staff and the public.

SOCIAL SERVICES DIRECTOR/PUBLIC GUARDIAN/PUBLIC CONSERVATOR - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Human service problems and issues and their relationship to the development and delivery of human service programs and services.
- Federal, State and County laws and regulations applicable to the delivery of social services, eligibility for public assistance, and the programs and services of the County Social Service Department.
- Federal, State and County laws and regulations applicable to County Conservator/Guardian function.
- Court documents and legal procedures applicable to the functions of the County Conservator/Guardian Office.
- Local, state, and national human and social services policies, functions, and systems.
- Principles, techniques, and practices of effective business and social service administration.
- Budget development and expenditure control.
- Public personnel management.
- Principles and techniques of effective employee management, supervision, training, and development.

Ability to:

- Plan, organize, direct, manage, and coordinate the functions and programs of the County Social Service Department and Public Conservator/Guardian functions.
- Develop, negotiate, and monitor contracts.
- Provide direction, supervision, and training for Department staff.
- Perform Public Guardian/Conservator functions.
- Develop a budget and control expenditures.
- Analyze, interpret, and explain a variety of social service rules, policies, regulations, and procedures.
- Review the work of Department staff and resolve problems.
- Prepare, clear, concise and accurate records and reports.
- Be responsible for the development, maintenance, and preparation of Department statistics, records, and reports.
- Communicate effectively, both orally and in writing.
- Coordinate Department services with community organizations and other government agencies.
- Interpret to the applicant, recipient, or others public social service program.
- Effectively represent the Social Service Department in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

SOCIAL SERVICES DIRECTOR/PUBLIC GUARDIAN/PUBLIC CONSERVATOR - 4

Training and Experience:

Qualifications needed for this position:

Master's degree from a graduate school of social work,

AND

Five (5) years of professional level experience in public or private agency social service program in a supervisory, administrative, executive or consulting capacity.

OR

Five (5) years of high level executive or administrative experience in which the person had demonstrated an ability to evaluate, administer and control varied types of programs requiring large expenditures of funds. A Master's degree in public administration, political science, anthropology, economics, psychology, or sociology may be substituted for the Master's degree in Social Work or an additional year of qualifying experience may be substituted for the graduate education requirement.

Special Requirements:

Possession of a valid California Driver's License issued by the California Department of Motor Vehicles. The valid California Driver's License must be maintained throughout County 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.

3B

3672 Greenville Reservation Rd.
Greenville, CA 95947

May 4, 2018

Honorable Supervisor Jeff Engel
Chairman, Plumas County Board of Supervisors
Plumas County Court House, Third Floor
520 Main Street
Quincy, CA 95971

Dear Supervisor Engel,

It is with heartfelt emotion that I submit my resignation as Acting Director Behavioral Health and AOD Administrator of Plumas County. It has been my honor to serve as Acting Director these past seven months and previously as Interim Mental Health director for 10 months. After earnest consideration, I have decided to accept an offer of employment with the County of Sacramento in its Primary Health Division. I will be responsible for managing integrated primary care and behavioral health programs at a Federally Qualified Health Clinic.

It has been a privilege to work with such a dedicated and committed staff in the Behavioral Health department. The staff has truly stepped up this past year in which more than six licensed clinicians resigned in the face of a department merger, expansion of wellness centers, triple growth in consumer services, heightened demands from partner agencies and the State, shrinking finances and increased documentation requirements. While staff has regained morale in recent months, I expect there will be unrest and concerns with my leaving. To that end, I will be working with my management team and human resources starting next week on a transition plan in anticipation of my last day on June 1, 2018.

My recommendation for the Board's consideration is the appointment of Sharon Sousa, LMFT, as Interim Deputy Director until a permanent hire is made. Sharon has been employed 10 years and has assumed increasing responsibilities over the years. She has been attending the County's supervisorial trainings offered by LCW and is enrolled in the Leadership Institute offered by the California Institute of Behavioral Health Solutions (CIBHS).

I look forward to participating in a smooth transition. Please do not hesitate to let me know how I can be of service.

Sincerely,



Louise Steenkamp

3D

**A RESOLUTION OF THE PLUMAS COUNTY
BOARD OF SUPERVISORS IN SUPPORT OF THE
CALIFORNIA DROUGHT, WATER, PARKS, CLIMATE,
COASTAL PROTECTION AND OUTDOOR
ACCESS FOR ALL ACT OF 2018 TITLED FOR
PURPOSES OF THE JUNE 2018 ELECTION AS PROPOSITION 68
THE PARKS, ENVIRONMENT AND WATER BOND OF 2018**

Whereas, the Legislature adopted and the Governor signed PROPOSITION 68, a \$4 Billion General Obligation Bond entitled the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 to be placed on the June 2018 ballot as Proposition 68, the Parks Environment and Water Bond of 2018;

Whereas, PROPOSITION 68 represents the first legislatively authorized debt instrument for parks, resources and environmental improvements since 2002;

Whereas, investments in California's urban, suburban and rural park and resources-related landscapes promote the notion of community and provide health, environmental and aesthetic benefits;

Whereas, California Outdoor economy is a \$92 Billion economic driver, partly responsible for the continued health and growth of many of California's local economies;

Whereas, PROPOSITION 68 contains \$215 Million in Per Capita funding to assist all of California's communities in underwriting priority park-related improvements;

Whereas, an additional \$40 Million shall be available in block grant awards for communities that self-tax for park related improvements;

Whereas, PROPOSITION 68 invests \$55 million directly in achieving the program of the Sierra Nevada Conservancy;

Whereas, PROPOSITION 68 invests \$27 million directly in achieving the program of the California Tahoe Conservancy;

Whereas, PROPOSITION 68 invests \$95million in wildfire mitigation through the Wildlife Conservation Board and CalFire, with a substantial portion of that funding available in the Sierra Nevada;

Whereas, PROPOSITION 68 expends \$200 Million on California's State Park system, addressing a greater than \$1 Billion backlog in deferred maintenance, which will translate into greater tourism and visitor ship opportunities in adjacent communities;

Whereas, PROPOSITION 68 invests \$30 Million in trail network improvements promoting non-motorized recreational and commuter opportunities throughout the state;

Whereas, PROPOSITION 68 recognizing the importance of California's rural spaces and invests \$25 Million through a competitive grant program to improve and enhance rural park infrastructure;

1 **Whereas, PROPOSITION 68** expends hundreds of millions on other important
2 investments in resource-related infrastructure including California's rivers, coast, and other
3 waterways, the state's mountainous settings such as the Sierra and wildlife and fish-dependent
4 habitats;

5 **Whereas, PROPOSITION 68** invests heavily in combatting global warming through
6 investments in urban greening projects, promoting healthy forests and carbon farming
7 applications;

8 **Whereas, PROPOSITION 68** underwrites investments in improving local water
9 systems, promoting access to safe drinking water in some of California's most economically
10 challenged communities;

11 **Whereas, PROPOSITION 68** commits to a robust investment in groundwater
12 improvements and sustainability to diversify water sources and recharge groundwater tables;

13 **Whereas, PROPOSITION 68** underwrites improvements in the state flood management
14 systems, armoring against calamities that beset the state in the Oroville area and elsewhere;

15 **Whereas, the California Constitution** requires that general obligation bond issues of
16 \$300,000 or more be referred to voters for approval or rejection;

17 **Whereas, PROPOSITION 68** has been referred to the Secretary of State for inclusion
18 on the June 2018 ballot as "Proposition 68: The Parks, Environment and Water Bond of
19 2018";

20 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
21 **PLUMAS RESOLVES** that the County of Plumas does hereby support PROPOSITION 68,
22 the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for
23 All Act of 2018, titled for purposes of the June 5, 2018, election as Proposition 68, The Parks,
24 Environment and Water Bond of 2018.

25 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2018,
26 by the following vote, to wit:

27 **AYES:**

28 **NOES:**

29 **ABSENT:**

30 **ABSTAIN:**

31 _____
32 Chair, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

 5/3/18

County Counsel

4

ORDINANCE NO. 18 – _____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, ADDING CHAPTER 9 TO TITLE 1 OF THE PLUMAS COUNTY CODE CONCERNING CANNABIS CULTIVATION ENFORCEMENT.

The Board of Supervisors of the County of Plumas, State of California, **DOES ORDAIN** as follows:

Section 1. Chapter 9 entitled “Cannabis Cultivation Enforcement” is added to Title 1 of the Plumas County Code to read as follows:

**CHAPTER 9.
CANNABIS CULTIVATION ENFORCEMENT**

Sec. 1-9.01. Statement of Purpose.

Because cannabis cultivation in violation of county ordinance is a public nuisance with unique impacts and a need for time-sensitive abatement in order to render local regulations meaningful, the purpose and intent of this chapter is to allow code enforcement to more quickly and effectively control the adverse impacts associated with unlawful cannabis cultivation. Ordinary abatement provisions of this county code provide lengthy timeframes for appeal and abatement and require that every appeal be heard by an administrative hearing board, and, upon further appeal, by the board of supervisors, before an order for abatement may issue. A more streamlined appeal schedule and enforcement process is necessary and proper for cases involving unlawful cannabis cultivation because such activity poses unique risks to public health and safety and to the natural environment. Illegal cannabis cultivation is also potentially lucrative enough to incentivize unlawful activity at cultivation sites for as long as possible pending harvest. The intent of the board of supervisors is to therefore disincentivize such conduct by adopting higher fines and a streamlined appeal process for citations related to cannabis cultivation.

Sec. 1-9.02. Definitions.

Except where the context otherwise requires, the following definitions shall govern the construction of this chapter:

(a) “Enforcing officer” means the “Code Compliance Officials” as defined by Section 8-15.01 or the sheriff, or the authorized deputies or designees of either, or any person employed by the County of Plumas and appointed to the position of code enforcement officer, each of whom is independently authorized to enforce this chapter.

(b) “Legal parcel” means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the Government Code).

(c) “Premises” shall mean a single, legal parcel of property. Where contiguous

legal parcels are under common ownership or control, such contiguous legal parcels shall be counted as a single “premises” for purposes of this chapter.

Sec. 1-9.03 Abatement of Unlawful Cannabis Cultivation.

The cultivation of cannabis in the unincorporated area of the Plumas County in violation of Plumas County ordinance that has been declared a public nuisance may be abated in accordance with this chapter.

Sec. 1-9.04 Notice to abate unlawful cannabis cultivation.

Whenever the enforcing officer determines that a public nuisance as described in chapter exists on any premises within the unincorporated area of Plumas County, he or she is authorized to notify the owner(s) and/or occupant(s) of the property, through issuance of a “Notice to Abate Unlawful Cannabis Cultivation.”

Sec. 1-9.05 Contents of notice.

The notice set forth in Section 1-9.04 shall be in writing and shall:

(a) Identify the owner(s) of the property upon which the nuisance exists, as named in the records of the county assessor, and identify the occupant(s), if other than the owner(s), and if known or reasonably identifiable.

(b) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property.

(c) Identify such property by reference to the assessor’s parcel number.

(d) Contain a statement that unlawful cannabis cultivation exists on the premises and that it has been determined by the enforcing officer to be a public nuisance described in this chapter.

(e) Describe the unlawful cannabis cultivation that exists and the actions required to abate it.

(f) Contain a statement that the owner or occupant is required to abate the unlawful cannabis cultivation within ten calendar days after the date that said notice was served.

(g) Contain a statement that the owner or occupant may, within ten calendar days after the date that said notice was served, make a request in writing to the clerk of the board of supervisors for a hearing to appeal the determination of the enforcing officer that the conditions existing constitute a public nuisance, or to show other cause why those conditions should not be abated in accordance with the provisions of this chapter.

(h) Contain a statement that, unless the owner or occupant abates the unlawful cannabis cultivation, or requests a hearing before the board of supervisors, within the time prescribed in the notice, the enforcing officer will abate the nuisance. It shall also state that the abatement costs, including administrative costs, may be made a special assessment added to the county assessment roll and become a lien on the real property, or be placed on the unsecured tax roll.

(i) State the applicable hearing fee, if such a fee has been established, and contain a statement that one who is legally indigent may obtain a waiver of the hearing fee as provided in this chapter.

Sec. 1-9.06 Service of notice.

(a) The notice set forth in Section 1-9.04 shall be served by delivering it personally to the owner and to the occupant, or by mailing it by regular United States mail, together with a certificate of mailing, to the occupant of the property at the address thereof, and to any non-occupying owner at his or her address as it appears on the last equalized assessment roll, except that:

- (1) If the records of the county assessor show that the ownership has changed since the last equalized assessment roll was completed, the notice shall also be mailed to the new owner at his or her address as it appears in said records; or
- (2) In the event that, after reasonable effort, the enforcing officer is unable to serve the notice as set above, service shall be accomplished by posting a copy of the notice on the real property upon which the nuisance exists as follows: Copies of the notice shall be posted along the frontage of the subject property and at such other locations on the property reasonably likely to provide notice to the owner. In no event shall fewer than two copies of the order be posted on a property pursuant to this section.

(b) The date of service is deemed to be the date of deposit in the mail, personal delivery, or posting, as applicable.

Sec. 1-9.07 Recordation.

(a) Upon issuance of a notice to abate unlawful cannabis cultivation or notice and administrative order to show cause, the enforcing officer may record with the Plumas County Recorder a notice of pending nuisance abatement proceeding. A notice of pending nuisance abatement proceeding will describe the property and the condition in violation of this chapter.

(b) If a notice of pending nuisance abatement proceeding is recorded, the enforcing officer shall serve and record a notice of final disposition when the nuisance abatement proceeding has been completed, including any hearings or appeals and the completion of any work necessary to abate the nuisance. If the work to abate the nuisance is performed at county expense, or if administrative penalties are imposed under this chapter, the notice of final disposition need not be issued until those costs and penalties have been paid or a lien for those costs and penalties has been recorded. The notice of final disposition shall be served upon any party that was served with the notice to abate unlawful cannabis cultivation or notice and administrative order to show cause.

Sec. 1-9.08 Administrative review.

(a) Any person upon whom an notice to abate unlawful cannabis cultivation has been served may appeal the determination of the enforcing officer that the conditions set forth in the notice constitute a public nuisance to the board of supervisors, or may show cause before the board of supervisors why those conditions should not be abated in

accordance with the provisions of this chapter. Any such administrative review shall be commenced by filing a written request for a hearing with the clerk of the board of supervisors within ten calendar days after the date that said notice was served. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the enforcing officer contained in the notice shall become final and conclusive on the eleventh day following service of the notice.

(b) Upon timely receipt of a written request for hearing which complies with the requirements of this section, the clerk of the board of supervisors shall set a hearing date not less than seven days nor more than thirty days from the date the request was filed. The clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice was served, and to the enforcing officer.

(c) Any hearing conducted pursuant to this chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The board of supervisors has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(d) The board of supervisors may continue the administrative hearing from time to time.

(e) The board of supervisors shall consider the matter de novo, and may affirm, reverse, or modify the determinations contained in the notice to abate unlawful cannabis cultivation. The board of supervisors shall issue a written decision in the form of a resolution, which shall include findings relating to the existence or nonexistence of the alleged unlawful cannabis cultivation, as well as findings concerning the propriety and means of abatement of the conditions set forth in the notice. Such decision shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer.

(f) The decision of the board of supervisors shall be final and conclusive.

Sec. 1-9.09 Alternative procedure.

As an alternative to the procedures set forth in Sections 1-9.04 through 1-9.08, the enforcing officer may issue a notice and administrative order to show cause in accordance with this section. The notice and administrative order to show cause may be combined with a notice of violation and proposed administrative penalty issued pursuant to Section 9-1.20.

(a) The notice and order shall:

(1) Identify the owner(s) of the property upon which the nuisance exists, as named in the records of the county assessor, and identify the occupant(s), if other than the owner(s), and if known or reasonably identifiable.

- (2) Describe the location of such property by its commonly used street address, giving the name or number of the street, road or highway and the number, if any, of the property.
- (3) Identify such property by reference to the assessor's parcel number.
- (4) Contain a statement that unlawful cannabis cultivation exists on the premises and that it has been determined by the enforcing officer to be a public nuisance described in this chapter.
- (5) Describe the unlawful cannabis cultivation that exists and the actions required to abate it.
- (6) Contain a statement that the owner or occupant is required to abate the unlawful cannabis cultivation within five calendar days after the date that said notice was served.
- (7) Notify the recipient(s) that, unless the owner or occupant abates the conditions, a hearing will be held before a hearing officer appointed in accordance with this Section to determine whether there is any good cause why these conditions should not be abated. The notice shall specify the date, time, and location of this hearing, and shall state that the owner or occupant will be given an opportunity at the hearing to present and elicit testimony and other evidence regarding whether the conditions existing on the property constitute a nuisance under this chapter, or whether there is any other good cause why those conditions should not be abated.
- (8) Contain a statement that, unless the owner or occupant abates the conditions, or shows good cause before the Hearing Officer why the conditions should not be abated, the enforcing officer will abate the nuisance. It shall also state that the abatement costs, including administrative costs, may be made a special assessment added to the county assessment roll and become a lien on the real property, or be placed on the unsecured tax roll.

(b) The notice and order shall be served in the manner set forth in Section 1-9.06, provided that any service by mail shall be made by overnight mail or overnight courier service. If the Notice and Order is served by overnight mail or overnight courier service, then the time periods set forth in subdivisions (a)(6) and (d) of this section shall be extended by one additional day. Copies of the notice and order shall also be posted in accordance with subdivision (a)(2) of Section 1-9.06, in addition to any other methods of service set forth in that section. The failure of any owner or occupant to receive such notice shall not affect the validity of the proceedings.

(c) In order to hear cases brought by the enforcing officer under this section, the board of supervisors hereby establishes for such purpose the Office of County Hearing Officer pursuant to Chapter 14 (commencing with Section 27720) of Part 3 of Division 2 of Title 3 of the Government Code, to which Office the Board of Supervisors shall appoint one or more hearing examiners. Each such hearing examiner shall be an attorney at law having been admitted to practice before the courts of this state for at least five years. Hearing examiners shall be appointed for a period of not less than one year. In the event that the Board appoints more than one hearing examiner, each day of hearings required

under this section shall be assigned to a hearing examiner based upon an alphabetical rotation. Hearing examiners shall have those powers set forth in sections 27721 and 27722 of the Government Code, including the power to conduct the hearing, the power to decide the matter under this section upon which a hearing has been held, the power to make findings of fact and conclusions of law required for the decision, the power to issue subpoenas at the request of a party of interest, the power to receive evidence, the power to administer oaths, the power to rule on questions of law and the admissibility of evidence, the power to continue the hearing from time to time, and the power to prepare a record of the proceedings.

(d) Pursuant to Government Code sections 25845, subdivision (i) and 27721, subdivision (A), the Hearing Officer shall hold an administrative hearing to determine whether the conditions existing on the property subject to the notice constitute a nuisance under this chapter, or whether there is any other good cause why those conditions should not be abated. This hearing shall be held no less than five calendar days after service of the notice.

(e) The owner or occupant of the property shall be given an opportunity at the hearing to present and elicit testimony and other evidence regarding whether the conditions existing on the property constitute a nuisance under this chapter, or whether there is any other good cause why those conditions should not be abated.

(f) In the event that the owner or occupant does not appear and present evidence at the hearing, the hearing officer may base their decision solely upon the evidence submitted by the enforcing officer. Failure of the owner or occupant to appear and present evidence at the hearing shall constitute a failure to exhaust administrative remedies.

(g) Any hearing conducted pursuant to this chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The Hearing Officer has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

(h) The hearing officer shall consider the matter de novo, and may affirm, reverse, or modify the determinations contained in the notice and order. The Hearing Officer shall issue a written decision, which shall include findings relating to the existence or nonexistence of the alleged unlawful cannabis cultivation, as well as findings concerning the propriety and means of abatement of the conditions set forth in the notice. If the notice and order has been combined with a Notice of Violation and Proposed Administrative Penalty, the decision shall also include the matters set forth in Plumas County Code section 1-9.20, subdivision (h). Such decision shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the enforcing officer. The decision shall be final when signed by the Hearing Officer and served as herein provided.

(i) Whenever the enforcing officer becomes aware that an owner or occupant has failed to abate any unlawful cannabis cultivation within two calendar days of the date of service of the decision of the Hearing Officer under this section requiring such abatement,

the enforcing officer may enter upon the property and abate the nuisance by county personnel, or by private contractor under the direction of the enforcing officer. The enforcing officer may apply to a court of competent jurisdiction for a warrant authorizing entry upon the property for purposes of undertaking the work, if necessary. If any part of the work is to be accomplished by private contract, that contract shall be submitted to and approved by the board of supervisors prior to commencement of work. Nothing herein shall be construed to require that any private contract under this Code be awarded through competitive bidding procedures where such procedures are not required by the general laws of the State of California.

(j) The costs of abatement and administrative costs for every abatement carried out under this section may be recovered in accordance with Sections 1-9.10 and 1-9.13 through 1-9.19.

Sec. 1-9.10 Liability for costs.

(a) In any enforcement action brought pursuant to this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, each person who causes, permits, suffers, or maintains the unlawful cannabis cultivation to exist shall be liable for all costs incurred by the county, including, but not limited to, administrative costs, and any and all costs incurred to undertake, or to cause or compel any responsible party to undertake, any abatement action in compliance with the requirements of this chapter, whether those costs are incurred prior to, during, or following enactment of this chapter;

(b) In any action by the enforcing officer to abate unlawful cannabis cultivation under this chapter, whether by administrative proceedings, judicial proceedings, or summary abatement, the prevailing party shall be entitled to a recovery of the reasonable attorney's fees incurred. Recovery of attorneys' fees under this subdivision shall be limited to those actions or proceedings in which the county elects, at the initiation of that action or proceeding, to seek recovery of its own attorney's fees. In no action, administrative proceeding, or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorney's fees incurred by the county in the action or proceeding.

Sec. 1-9.11 Abatement by owner or occupant.

Any owner or occupant may abate the unlawful cannabis cultivation or cause it to be abated at any time prior to commencement of abatement by, or at the direction of, the enforcing officer. An owner or occupant abating unlawful cannabis cultivation hereunder shall notify the enforcing officer upon completion of abatement and shall provide evidence that the unlawful cannabis cultivation has been lawfully disposed or lawfully relocated to another premises in compliance with this chapter or outside the county. Abatement shall not be deemed completed until the unlawful cannabis cultivation has been completely removed from the premises and lawfully disposed or relocated, and notification has been provided as set forth in this section.

Sec. 1-9.12 Enforcement.

(a) Whenever the enforcing officer becomes aware that an owner or occupant has failed to abate any unlawful cannabis cultivation within ten days of the date of service of

the notice to unlawful cannabis cultivation, unless timely appealed, or of the date of the decision of the board of supervisors requiring such abatement, the enforcing officer may take one or more of the following actions:

- (1) Enter upon the property and abate the nuisance by county personnel, or by private contractor under the direction of the enforcing officer. The enforcing officer may apply to a court of competent jurisdiction for a warrant authorizing entry upon the property for purposes of undertaking the work, if necessary. If any part of the work is to be accomplished by private contract, that contract shall be submitted to and approved by the board of supervisors prior to commencement of work. Nothing herein shall be construed to require that any private contract under this Code be awarded through competitive bidding procedures where such procedures are not required by the general laws of the State of California; and/or
- (2) Request that the county counsel commence a civil action to redress, enjoin, and abate the public nuisance.

Sec. 1-9.13 Accounting.

The enforcing officer shall keep an account of the cost of every abatement carried out and shall render a report in writing, itemized by parcel, to the board of supervisors showing the cost of abatement and the administrative costs for each parcel.

Sec. 1-9.14 Unlawful cultivation upon public benefit properties.

(a) The board of supervisors may, in its sole and exclusive discretion, withhold imposition of, or may compromise the amount of, any abatement cost, administrative cost, or administrative civil penalty that would otherwise be imposed under this chapter upon a property owner that meets all of the following conditions:

- (1) The property owner is a public agency, a public utility, a mutual water company, a nonprofit public benefit corporation that has as a principal purpose the conservation of land and water resources, or a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development;
- (2) The property owner, or their officers, employees, or agents, did not cause, permit, or otherwise suffer or allow the unlawful cannabis cultivation to exist upon the property; and
- (3) The property owner has provided the County with any necessary consent for the abatement of the unlawful cannabis cultivation from the property.

(b) The withholding or compromise of any abatement cost, administrative cost, or administrative civil penalty for any property owner under this section shall not reduce or otherwise affect the amount or enforceability of any abatement cost, administrative cost, or administrative civil penalty imposed under this Chapter upon any other person.

Sec. 1-9.15 Notice of hearing on accounting; waiver by payment.

Upon receipt of the account of the enforcing officer, the clerk of the board of supervisors shall deposit a copy of the account pertaining to the property of each owner in

the mail addressed to the owner and include therewith a notice informing the owner that, at a date and time not less than ten calendar days after the date of mailing of the notice, the board of supervisors or hearing officer, as applicable, will meet to review the account and that the owner may appear at said time and be heard. The owner may waive the hearing on the accounting by paying the cost of abatement and the cost of administration to the enforcing officer prior to the time set for the hearing. Unless otherwise expressly stated by the owner, payment of the cost of abatement and the cost of administration prior to said hearing shall be deemed a waiver of the right thereto and an admission that said accounting is accurate and reasonable.

Sec. 1-9.16 Hearing on accounting.

(a) At the time fixed, the board of supervisors shall meet to review the report of the enforcing officer. An owner may appear at said time and be heard on the questions whether the accounting, so far as it pertains to the cost of abating a nuisance upon the land of the owner is accurate and the amounts reported reasonable. The cost of administration shall also be reviewed.

(b) The report of the enforcing officer shall be admitted into evidence. The owner shall bear the burden of proving that the accounting is not accurate and reasonable.

(c) The board of supervisors shall also determine whether or not the owner(s) had actual knowledge of the unlawful cannabis cultivation, or could have acquired such knowledge through the exercise of reasonable diligence. If it is determined at the hearing that the owner(s) did not have actual knowledge of the unlawful cannabis cultivation, and could not have acquired such knowledge through the exercise of reasonable diligence, costs for the abatement shall not be assessed against such parcel or otherwise attempted to be collected from the owner(s) of such parcel.

Sec. 1-9.17 Modifications.

The board of supervisors shall make such modifications in the accounting as it deems necessary and thereafter shall confirm the report by resolution.

Sec. 1-9.18 Alternative hearing procedure.

If a hearing officer has been appointed in accordance with Section 1-9.09, the hearing required under Sections 1-9.15 through 1-9.17 may be conducted by such hearing officer, who will prepare a recommended decision and resolution for the board of supervisors pursuant to Government Code sections 25845, subdivision (i) and 27721, subdivision (b). The recommended decision and resolution shall include any proposed modifications to the accounting. The hearing officer shall promptly submit that recommendation and the administrative record to the clerk of the board of supervisors. The board of supervisors may adopt the recommended decision and resolution without further notice of hearing, or may set the matter for a de novo hearing before the board of supervisors. In the event that the board sets the matter for de novo hearing, such hearing shall be held in accordance with the provisions of Sections 1-9.15 through 1-9.17.

Sec. 1-9.19 Special assessment and lien.

The board of supervisors may order that all or any part of the cost of abating nuisances pursuant to this chapter and the administrative costs as confirmed by the board be placed upon the county tax roll by the county auditor as special assessments against the respective parcels of land, or placed on the unsecured roll, pursuant to section 25845 of the Government Code; provided, however, that the cost of abatement and the cost of administration as finally determined shall not be placed on the tax roll if paid in full prior to entry of said costs on the tax roll. The board of supervisors may also cause notices of abatement lien to be recorded against the respective parcels of real property pursuant to section 25845 of the Government Code.

Sec. 1-9.20 Administrative civil penalties.

(a) In addition to any other remedy prescribed in this chapter, any nuisance as described in this chapter may be subject to an administrative penalty of up to one thousand dollars per day. The administrative penalty may be imposed via the administrative process set forth in this section, as provided in Government Code Section 53069.4, or may be imposed by the court if the violation requires court enforcement without an administrative process.

(b) Acts, omissions, or conditions in violation of this chapter that continue, exist, or occur on more than one day constitute separate violations on each day. Violations continuing, existing, or occurring on the service date, the effective date, and each day between the service date and the effective date are separate violations.

(c) In the case of a continuing violation, if the violation does not create an immediate danger to health or safety, the enforcing officer or the court shall provide for a reasonable period of time, not to exceed five calendar days, for the person responsible for the violation to correct or otherwise remedy the violation prior to the imposition of administrative penalties.

(d) In determining the amount of the administrative penalty, the enforcing officer, or the court if the violation requires court enforcement without an administrative process, shall take into consideration the nature, circumstances, extent, and gravity of the violation or violations, any prior history of violations, the degree of culpability, economic savings, if any resulting from the violation, and any other matters justice may require.

(e) The enforcing officer may commence the administrative process by issuance of a notice of violation and proposed administrative penalty, which shall state the amount of the proposed administrative penalty and the reasons therefore. The notice of violation and proposed administrative penalty may be combined with a notice to abate unlawful cannabis cultivation issued pursuant to Section 1-9.04 or a notice and administrative order to show cause pursuant to Section 1-9.09. The notice shall be served by certified mail addressed to all of the following: (i) the owner of the property on which the violation exists, at the address shown on the last equalized assessment roll or as otherwise known to the enforcing officer; (ii) anyone known to the enforcing officer to be in possession of the property subject to the notice, at the street address of the property; and (iii) any other person known to the enforcing officer who has caused, permitted, maintained, conducted, or otherwise suffered or allowed the violation to exist. The failure to serve any person described in this subsection shall not affect the validity of service or the validity of any penalties imposed upon any other person.

(f) Except as provided in subdivision (g), the notice shall inform the recipient of their right to request a hearing before the board of supervisors in accordance with this section. If such a hearing is not requested within ten calendar days after issuance of the notice, the proposed penalty shall become final and conclusive, and the person to whom the notice was issued shall immediately make payment of the penalty amount to the county. If any person to whom the notice is issued requests a hearing before the board of supervisors, the person shall be notified by first class mail, postage prepaid, when the matter has been set for hearing.

(g) If the notice of violation and proposed administrative penalty is combined with a notice and administrative order to show cause pursuant to Section 1-9.07, the notice shall inform the recipient that a hearing will be held before a hearing officer appointed in accordance with that section and specify the date, time, and location of this hearing. Failure of the person or persons to whom the notice was issued to appear and present evidence shall constitute a failure to exhaust administrative remedies.

(h) After the hearing, the board or hearing officer may impose, modify, or disapprove, in whole or in part, by written order, the proposed penalty set forth in the notice. The decision of the board of supervisors or hearing officer shall be final and conclusive. Any order of the board of supervisors or hearing officer shall become effective upon issuance thereof and shall be served by first class mail, postage prepaid, upon the appellant. Payment of an administrative penalty specified in said order shall be made to the county within twenty calendar days of service of the order, unless timely appealed to the Superior Court in accordance with Government Code section 53069.4, subdivision (b).

(i) Interest shall accrue on all amounts due under this section, from the effective date of the administrative penalty order, as set forth in this section, to the date paid pursuant to the laws applicable to civil money judgments.

(j) In addition to any other legal remedy, whenever the amount of any administrative penalty imposed pursuant to this Section has not been satisfied in full within ninety days and has not been timely appealed to the Superior Court in accordance with Government Code section 53069.4, subdivision (b), or if appealed, such appeal has been dismissed or denied, all or any part of this obligation may be enforced as a lien against the real property on which the violation occurred.

- (1) The lien provided herein shall have no force and effect until recorded with the county recorder. Once recorded, the administrative order shall have the force and effect and priority of a judgment lien governed by the provisions of Code of Civil Procedure section 697.340, and may be extended as provided in Code of Civil Procedure sections 683.110 to 683.220, inclusive.
- (2) Interest shall accrue on the principal amount of the lien remaining unsatisfied pursuant to the law applicable to civil money judgments.
- (3) Prior to recording any such lien, the enforcing officer shall prepare and file with the clerk of the board of supervisors a report stating the amounts due and owing.
- (4) The clerk of the board of supervisors will fix a time, date, and place for the board of supervisors or hearing officer, as applicable, to consider the report and any protests or objections to it.

- (5) The clerk of the board of supervisors shall serve the owner of the property with a hearing notice not less than ten calendar days before the hearing date. The notice must set forth the amount of the delinquent administrative penalty that is due. Notice must be delivered by first class mail, postage prepaid, addressed to the owner at the address shown on the last equalized assessment roll or as otherwise known. Service by mail is effective on the date of mailing and failure of owner to actually receive notice does not affect its validity.
- (6) Any person whose real property is subject to a lien pursuant to this Section may file a written protest with the clerk of the board of supervisors and/or may protest orally at the hearing. Each written protest or objection must contain a description of the property in which the protesting party is interested and the grounds of such protest or objection.
- (7) At the conclusion of the hearing, the board of supervisors will adopt a resolution confirming, discharging, or modifying the lien amount.
- (8) If a hearing officer has been appointed in accordance with Section 1-9.07, the hearing required under this subdivision (j) may be conducted by such hearing officer, who will prepare a recommended decision and resolution for the board of supervisors. The hearing officer shall forthwith submit that recommendation and the administrative record to the clerk of the board of supervisors. The board of supervisors may adopt the recommended decision and resolution without further notice of hearing, or may set the matter for a de novo hearing before the board of supervisors. In the event that the board sets the matter for de novo hearing, such hearing shall be held in accordance with the provisions of this subdivision (j).
- (9) Within thirty days following the board of supervisors' adoption of a resolution imposing a lien, the clerk of the board of supervisors will file same as a judgment lien in the Plumas County recorder's office.
- (10) Once the county receives full payment for outstanding principal, penalties, and costs, the clerk of the board of supervisors will either record a notice of satisfaction or provide the owner with a notice of satisfaction for recordation at the Plumas County recorder's office. This notice of satisfaction will cancel the county's lien under this section.
- (11) The lien may be foreclosed and the real property sold, by the filing of a complaint for foreclosure in a court of competent jurisdiction, and the issuance of a judgment to foreclose. There shall be no right to trial by jury. The county shall be entitled to its attorneys fees and costs.
- (k) Administrative penalties imposed pursuant to this section shall also constitute a personal obligation of each person who causes, permits, maintains, conducts or otherwise suffers or allows the nuisance to exist. In the event that administrative penalties are imposed pursuant to this section on two or more persons for the same violation, all such persons shall be jointly and severally liable for the full amount of the penalties imposed. In addition to any other remedy, the county may prosecute a civil action through the office of the county counsel to collect any administrative penalty imposed pursuant to this section.

(l) Payment of administrative penalties under this section does not excuse or discharge any continuation or repeated occurrence of the violation that is the subject of the notice of violation and proposed administrative penalty. The payment of administrative penalties does not bar the county from taking any other enforcement action regarding a violation that is not corrected.

Sec. 1-9.20 Administrative hearing fees.

(a) The board of supervisors may, by resolution, establish fees for hearings conducted under Sections 1-9.08 and 1-9.20.

(b) If the requesting party claims an economic hardship in paying the hearing fee, that party may apply for a waiver of the hearing fee on forms provided by the clerk of the board of supervisors for that purpose. The forms shall be substantially similar to those required of litigants initiating court proceedings in forma pauperis pursuant to Government Code sections 68630 et seq. The forms shall be executed under penalty of perjury and contain a declaration as to the truthfulness and correctness of the information contained therein. If the clerk is satisfied from the information contained in the forms that an requesting party qualifies for a waiver under this section, the clerk shall allow the hearing to go forward without payment of the fee.

Upon filing a timely hearing request and for good cause shown, the clerk may grant the requesting party a period of time beyond expiration of the appeal period in which to complete and submit the waiver forms. In no event shall the additional time exceed two days.

Failure to submit the waiver forms or pay the hearing fee in a timely manner shall cause the appeal request to be automatically denied. Enforcement of the notice to abate unlawful cannabis cultivation and/or notice of violation and proposed administrative penalties, as applicable, may then proceed as if no request for hearing had been submitted.

(c) If the hearing fee is paid and the board of supervisors finds there is no nuisance as described in this chapter, the hearing fee shall be refunded to the person who paid the fee, without interest.

Sec. 1-9.22 Enforcement by civil action.

As an alternative to the procedures set forth in Sections 1-9.04 through 1-9.08, the county may abate the violation of this chapter by the prosecution of a civil action through the office of the county counsel, including an action for injunctive relief. The remedy of injunctive relief may take the form of a court order, enforceable through civil contempt proceedings, prohibiting the maintenance of the violation of this chapter or requiring compliance with other terms.

Sec. 1-9.23 Summary abatement.

Notwithstanding any other provision of this chapter, when any unlawful cannabis cultivation constitutes an immediate threat to public health or safety, and when the procedures set forth in Sections 1-9.04 through 1-9.08 would not result in abatement of that nuisance within a short enough time period to avoid that threat, the enforcing officer may direct any officer or employee of the county to summarily abate the nuisance. The enforcing officer shall make reasonable efforts to notify the persons identified in Section

1-9.06, but the formal notice and hearing procedures set forth in this chapter shall not apply. The county may nevertheless recover its costs for abating that nuisance in the manner set forth in Sections 1-9.13 through 1-9.19.

Sec. 1-9.24 No duty to enforce.

Nothing in this chapter shall be construed as imposing on the enforcing officer or the County of Plumas any duty to issue an notice to abate unlawful cannabis cultivation, nor to abate any unlawful cannabis cultivation, nor to take any other action with regard to any unlawful cannabis cultivation, and neither the enforcing officer nor the County of Plumas shall be held liable for failure to issue an order to abate any unlawful cannabis cultivation, nor for failure to abate any unlawful cannabis cultivation, nor for failure to take any other action with regard to any unlawful cannabis cultivation.

Sec. 1-9.25 Remedies cumulative.

All remedies provided for herein are cumulative and not exclusive, and are in addition to any other remedy or penalty provided by law. Nothing in this chapter shall be deemed to authorize or permit any activity that violates any provision of state or federal law.

Sec. 1-9.26 Other nuisance.

Nothing in this chapter shall be construed as a limitation on the county's authority to abate any nuisance which may otherwise exist from the planting, growing, harvesting, drying, processing or storage of cannabis plants or any part thereof from any location, indoor or outdoor, including from within a fully enclosed and secure building.

Sec. 1-9.27 Severability.

If any section, subsection, sentence, clause, portion, or phrase of this chapter is for any reason held illegal, invalid, or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The board hereby declares that it would have passed this chapter and each section, subsection, sentence, clause, portion, or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional.

Sec. 1-9.28 No criminal penalty.

Notwithstanding any other provision of this Code, violation of this chapter shall not be a misdemeanor or an infraction.

Section 2. Section 1 of this ordinance, which amends the Plumas County Code, shall be codified. The remainder of the ordinance shall not be codified.

Section 3. The County finds that this ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) (the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment) and 15061(b)(3) (there is no possibility the activity in question may have a significant effect on the environment).

In addition to the foregoing general exemptions, the following categorical exemptions apply: Sections 15308 (actions taken as authorized by local ordinance to assure protection of the environment) and 15321 (action by agency for enforcement of a law, general rule, standard or objective administered or adopted by the agency, including by direct referral to the County Counsel as appropriate for judicial enforcement).

Section 4. A post-adoption summary of this ordinance shall be published, pursuant to Section 25124 of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the Feather River Bulletin, a newspaper of general circulation in the County of Plumas.

Section 5. This ordinance shall become effective thirty (30) days after its date of final adoption.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the 15th day of May, 2018, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the ____ day of May, 2018, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

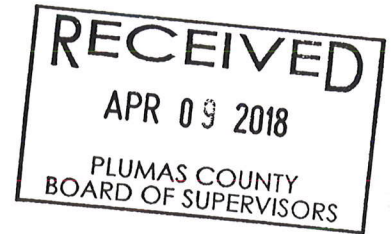
5B

CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1. Name of Claimant: Feather River Disposal, Inc.
2. Date of Birth: _____ 3. Gender (circle one): ☐ Male ☐ Female
4. Mailing Address of Claimant:
1166 Industrial Way Quincy CA 95971
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
222 South Mill Avenue #333 Tempe AZ 85281
Address City State Zip
6. Telephone Number of Claimant: 775.326.2322

INFORMATION ABOUT CLAIM

7. Incident Date: Month April Day 1 Year 2017
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
N/A
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
Breach of Contract and Failure to Fulfill Promise to Increase Rates For Solid Waste Collection, Transfer, and Disposal Services.
See claim letter and referenced attachments.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
See claim letter and referenced attachments.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ _____
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☐ YES ☒ NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:
- _____

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO
15. Name of insurance carrier and telephone number (including area code):

_____	_____		
Name	Telephone Number		

Address	City	State	Zip

16. Policy Number: _____
17. Are you the registered owner: ☐ YES ☐ NO
18. Amount of deductible: \$ _____
19. Make: _____ Model: _____ Year: _____

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Signature

Date

3/27/2018

Printed Name of Person Completing Claim

Barry Skolnick
as President, Featherline Airports, Inc.

March 28, 2018

By Certified Mail

Clerk of the Board - County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

Feather River Disposal Inc.'s Claim for Damages
California Government Code Section 910 et seq.

Feather River Disposal Inc. ("FRD") submits this claim under California Government Code section 910 *et seq.* for damages it incurred and is incurring as a result of the County of Plumas' ("County") failure to comply with its agreement and to grant FRD a 4.87% rate increase upon completion of a "nexus" study that the County contends, and FRD disagrees, is required under Proposition 218. The estimated damages incurred exceed \$10,000 and FRD is continuing to incur damages; this matter is not subject to a limited civil action.

1. Summary of Relevant Facts

FRD has been providing solid waste collection, transfer, and disposal services pursuant to a franchise agreement which was in effect until March 31, 2017 (the "Old Franchise Agreement"). The Old Franchise Agreement provided, in relevant part, that the County and FRD "intend the fee schedule and other revenue (recycling, backhaul, etc.) to generate income to [FRD] in an amount adequate to cover [FRD's] reasonable and necessary costs and expenses, and to allow for an agreed rate of return as specified herein. The agreed rate of return shall be calculated on an annualized basis so that [FRD's] pretax net income allocable to this contract is targeted at ten (10) percent of [FRD's] gross income (i.e., total revenue) under this contract." (Old Franchise Agreement, p. 3, §5A.) FRD and the County entered into multiple extensions of the Old Franchise Agreement to address a required rate increase and ultimately a new franchise agreement.

As the expiration date of the extended Old Franchise Agreement approached, FRD and the County were engaged in discussions for a new franchise agreement and agreed upon retroactive rate increase of 4.87%. On December 13, 2016, the Board voted in favor of authorizing formal consideration of FRD's request for a 4.87% increase in the solid waste rates. This authorization enabled the County to begin notification actions and establish a timetable the County contends were required for compliance with Proposition 218.

In February 2017, the County informed FRD that a "stop-gap resolution" was necessary because the old solid waste ordinance would soon expire along with the County's ability to collect any fees for solid waste services. The County assured FRD that it would promptly submit a resolution to the Board for the 4.87% rate increase upon completion of the Proposition 218 process, which the County contends

requires a nexus (or cost-of-service) study. Based on the County's representations with respect to the 4.87% rate increase, FRD entered into a new franchise agreement effective April 1, 2017 (the "New Franchise Agreement"). The New Franchise Agreement included an "Attachment D" that contained the old rates with the understanding by all parties that a new fee schedule resolution, once approved by the Board, would automatically supersede Attachment D. FRD submitted the necessary financial information to complete the nexus study, and, the nexus study was apparently finalized by the County's consultant on June 15, 2017.

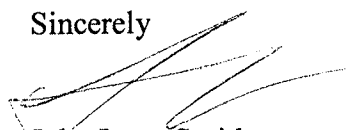
2. Claim for Damages

The County has failed to fulfill its agreement to approve the required 4.87% rate increase for trash collection services despite its commitment to do so in exchange for FRD executing the New Franchise Agreement pending the County's completion of a nexus study that the County contends is required by Proposition 218 (the "Rate Increase Agreement"). As early as February 7, 2017, FRD provided the County with the financial data necessary to complete the nexus study. The receipt of the data was confirmed by the County, along with a commitment to provide the Public Notice that the County contends is required under Prop. 218. However, the nexus study (or "cost of service" study) was not completed until June 15, 2017 and no Prop. 218 notice has been issued. Consequently, the rate increase to which the County has committed has not been approved. FRD has suffered and continues to suffer significant compensatory damages as a result of the County's failure to comply with the Rate Increase Agreement.

Moreover, even if the County contends it was not contractually obligated to provide the agreed-to rate increase, it remains liable under the doctrine of promissory estoppel. FRD has obviously engaged in multiple discussions and correspondence with the County regarding the required rate increase, and most recently summarized the history, status, and legal commitments to which the County is obligated in a detailed letter dated February 22, 2018, to which the County has failed to respond by the required date, necessitating the need to file this formal claim. (See **Exhibit A** attached hereto and incorporated herein.)

As a result of the County's unfulfilled promise to FRD, FRD has suffered and will continue to suffer damages until the County fulfills its promise to grant it the 4.87% rate increase.

Sincerely



John Lynn Smith

cc: Craig Settlemyre, County Counsel, Plumas County
Robert A. Perrault, Jr., Director of Public Works, Plumas County

EXHIBIT A

ReedSmith

John Lynn Smith
Direct Phone: +1 415 659 4863
Email: jlsmith@reedsmith.com

Reed Smith LLP
101 Second Street
Suite 1800
San Francisco, CA 94105-3659
Tel +1 415 543 8700
Fax +1 415 391 8269
reedsmith.com

February 22, 2018

By Certified Mail

Craig Settlemire
Plumas County Counsel
County of Plumas
520 Main Street, Room 302
Quincy, CA 95971-9115

Robert A. Perrault, Jr.
Director of Public Works, and Administrator
Solid Waste Franchise Contracts
County of Plumas
1834 East Main Street
Quincy, CA 95971

Feather River Disposal Inc.'s Assessment of Claim for Damages

Dear Gentlemen:

Feather River Disposal Inc. ("FRD") has received no response to its latest correspondence dating back to October 12, 2017, regarding the County of Plumas' ("County") failure to comply with its agreement and to grant FRD a 4.87% rate increase upon completion of a "nexus" study that the County contends, and FRD disagrees, is required under Proposition 218. Consequently, FRD continues to incur substantial damages. Unless this matter is resolved by no later than March 15, 2018, FRD will file a claim under California Government Code section 910, *et seq.* and will take all necessary actions to recover its losses.

As you know, FRD has been providing solid waste collection, transfer, and disposal services pursuant to a franchise agreement which was in effect until March 31, 2017 (the "Old Franchise Agreement"). The Old Franchise Agreement provided, in relevant part, that the County and FRD "intend the fee schedule and other revenue (recycling, backhaul, etc.) to generate income to [FRD] in an amount adequate to cover [FRD's] reasonable and necessary costs and expenses, and to allow for an agreed rate of return as specified herein. The agreed rate of return shall be calculated on an annualized basis so that [FRD's] pretax net income allocable to this contract is targeted at ten (10) percent of [FRD's] gross income (i.e., total revenue) under this contract." (Old Franchise Agreement, p. 3, §5A.) FRD and the County entered into multiple extensions of the Old Franchise Agreement to address a required rate increase and ultimately a new franchise agreement.

As the expiration date of the extended Old Franchise Agreement approached, FRD and the County were engaged in discussions for a new franchise agreement and an agreed upon retroactive rate increase of 4.87%. On December 13, 2016, the Board voted in favor of authorizing formal consideration of FRD's request for a 4.87% increase in the solid waste rates. This authorization enabled the County to begin notification actions and establish a timetable the County contends were required for compliance with Proposition 218.

In February 2017, the County informed FRD that a "stop-gap resolution" was necessary because the old solid waste ordinance would soon expire along with the County's ability to collect any fees for solid waste services. The County assured FRD that it would promptly submit a resolution to the Board for the 4.87% rate increase upon completion of the Proposition 218 process, which the County contends requires a nexus (or cost-of-service) study. Based on the County's representations with respect to the 4.87% rate increase, FRD entered into a new franchise agreement effective April 1, 2017 (the "New Franchise Agreement"). The New Franchise Agreement included an "Attachment D" that contained the old rates. The County assured FRD that a new fee schedule resolution, once approved by the Board, would automatically supersede Attachment D. FRD submitted the necessary financial information to complete the nexus study, and, the nexus study was apparently finalized by the County's consultant on June 15, 2017.

The County, however, has failed to fulfill its agreement to approve the required 4.87% rate increase for trash collection services despite its commitment to do so in exchange for FRD executing the New Franchise Agreement pending the County's completion of a nexus study that the County contends is required by Proposition 218 (the "Rate Increase Agreement"). The terms and conditions of the Rate Increase Agreement between the parties are set forth in a series of emails between the parties. See *Twining v. Thompson*, 68 Cal.App.2d 104, 110 (1945) ("[W]hen a number of writings dovetail so as to show a meeting of the minds for the accomplishment of the same object, the contract is as well established as though it had been signed on one writing by all parties and executed with conventional formalities.")

By email on January 31, 2017, John Kolb of the County's Department of Public Works proposed to FRD the New Franchise Agreement with an "Attachment D" that contained a proposed resolution for approval by the Board with an existing rate schedule as set forth in the Old Franchise Agreement. Mr. Kolb indicated that "Attachment D" would "change when the nexus study is done and Prop 218 is complete" and that "[i]n the future, when a rate adjustment takes place, it will also be done by resolution, and will automatically apply to the agreement without additional action." (Exh. 1, Kolb Email (Jan. 31, 2017).)

On February 6, Mr. Kolb further explained that the proposed franchise agreement [with Attachment D], had the "existing rate schedule . . . because the old solid waste ordinance will expire this Thursday, on February 9th and with it our legal ability to collect any fees for solid waste services, unless a stop-gap resolution (Resolution No. 17-8228) is put in place." (Exh. 2, Kolb Email (Feb. 6, 2017).) Mr. Kolb urged that "[the] resolution (the Attachment D showing the existing rate) needs to be adopted tomorrow, February 7th." (*Id.*)

On February 7, the Board passed and adopted Resolution No. 17-8228, which is Attachment D to the New Franchise Agreement.

On February 8, Greg Martinelli, Area Manager for USA Waste of California, Inc., provided FRD's comments to the New Franchise Agreement and, as he had expressed on multiple occasions, indicated that FRD is "not interested in signing a 10 year agreement at the current rate structure" and asked how the County "plans on addressing the rate increase." (Exh. 3, Martinelli Email (Feb. 8, 2017).) Mr. Kolb responded that the nexus study was "on track" and that as soon as the "process to approve the new rates is complete . . . the new rate schedule will supplant the [Attachment D]." (Exh. 3, Kolb Email (Feb. 10, 2017).)

On March 27, FRD signed the New Franchise Agreement based on its acceptance of the terms proposed by the County, namely that the County would grant it a 4.87% rate increase upon completion of the nexus study.

As early as February 7, 2017, FRD provided the County with the financial data necessary to complete the nexus study. On February 7, Mr. Kolb confirmed to Mr. Martinelli that its consultant, R3 Consulting Group, Inc. ("R3") "has your data, the completion of the Nexus Study will enable the [Prop 218] Public Notice letter to be completed." (Exh. 4, Kolb Email (Feb. 7, 2017).) R3 provided the County with a completed nexus study as early as June 15. (Exh. 5, Schoen Email (June 15, 2017).)

As a result of the County's breach of the Rate Increase Agreement, FRD has suffered and continues to suffer significant compensatory damages. The agreed-upon rate increase to 4.87% is necessary for FRD to realize a profit for the solid waste collection, transfer, and disposal services pursuant to the New Franchise Agreement, which contains the prior rates. FRD will continue to suffer damages until the County grants it the 4.87% rate increase.

Moreover, even if the County contends it did not enter a separate agreement for an increase of rates it is clearly liable under the doctrine of promissory estoppel. Promissory estoppel applies whenever a "promise which the promisor should reasonably expect to induce action or forbearance on the part of the promisee or a third person and which does induce such action or forbearance would result in an injustice if the promise were not enforced." *Granadino v. Wells Fargo Bank, N.A.*, 236 Cal.App.4th 411, 418 (2015). To invoke the doctrine of promissory estoppel, there must be: (1) a promise clear and unambiguous in its terms; (2) reliance by the party to whom the promise is made; (3) the reliance must be both reasonable and foreseeable; and (4) the party asserting estoppel must be injured by his or her reliance. *Id.* at 416. These principles apply to claims against the government, particularly where the application of the doctrine would further public policies and prevent injustice. *See US Ecology, Inc. v. State of California*, 92 Cal.App.4th 113, 131 (2001) (plaintiff sufficiently alleged promissory estoppel against state department of health services for violating promise to use best efforts to obtain land from federal government to establish a site for a disposal facility in California).

The County repeatedly assured FRD that it would place before the Board, for its approval, a resolution for the agreed upon 4.87% rate increase upon completion of the 45-day notice period and nexus study that the County contends, and FRD disagrees, is necessary pursuant to Proposition 218.

This assurance by the County is considered a promise under California law. *Granadino*, 236 Cal.App.4th at 417 (A promise is an “assurance that a person will or will not do something.”)

In early 2017, the County proposed the New Franchise Agreement to FRD with “Attachment D” that contained a proposed resolution for approval by the Board with an existing rate schedule as set forth in the Old Franchise Agreement. On January 31, Mr. Kolb informed FRD that “Attachment D” would “change when the nexus study is done and Prop 218 complete” and that “[i]n the future, when a rate adjustment takes place, it will also be done by resolution, and will automatically apply to the agreement without additional action.” (Exh. 1, Kolb Email (Jan. 31, 2017).)

On February 3, Mr. Martinelli rejected the proposed resolution. Mr. Martinelli specified that the proposed resolution must provide a “retroactive increase” that would “be implemented after the necessary steps are taken.” (Exh. 4, Martinelli Email (Feb. 3, 2017).) Mr. Martinelli demanded “a guarantee from [the Board] that [FRD’s] rates are going up to 4.87% upon the signing of the new franchise [agreement]” otherwise FRD would “not be operating beyond February 28th.” (*Id.*)

On February 6, Mr. Kolb responded to Mr. Martinelli and again assured him that a resolution with the new rates “will be passed as soon as the Nexus Study is completed and the new fee schedule is written.” (Exh. 2, Kolb Email (Feb. 6, 2017).) The new rates, Mr. Kolb explained, “will look more like the Attachment D that appeared in earlier versions of the proposed agreement, with all of the fees we discussed, and it will address the 4.87% increase for FRD.” (*Id.*) Mr. Kolb indicated that “[b]ecause of the rate adjustment language inserted into the agreement by County Counsel, a new fee schedule resolution automatically supersedes the previous one, without any further action from the Board.” (*Id.*)

On February 10, Mr. Kolb made the same assurance to Mr. Martinelli, indicating that “as soon as the process to approve the new rates is complete, including the Prop. 218 hearing, the Task Force recommendation and the Board’s resolution, the new rate schedule will supplant the existing one.” (Exh. 3, Kolb Email (Feb. 10, 2017).) The County’s promise to FRD was even communicated to the County’s independent consultant, R3. In Mr. Kolb’s correspondence with William Schoen at R3 on March 8, he indicated that “the fee schedule contained in the draft [franchise] agreement is the County resolution containing the old fees, and will remain so until the Proposition 218 process is completed for the rate adjustment.” (Exh. 6, Kolb Email (March 8, 2017).) The County’s repeated assurances to FRD were unambiguous and clear in its terms.

At this point there is nothing to prevent the County from fulfilling its promise to grant FRD the 4.87% rate. As previously mentioned, Mr. Kolb confirmed to Mr. Martinelli on February 7, 2017, that its consultant had the financial data necessary to complete the nexus study, and that “[n]ow that R3 Consulting has your data, the completion of the Nexus Study will enable the [Prop 218] Public Notice letter to be completed.” (Exh. 4, Kolb Email (Feb. 7, 2017).) R3 provided the County with a completed nexus study as early as June 15, 2017. (Exh. 5, Schoen Email (June 15, 2017).) The nexus study concluded an increase of at least 4.87% was warranted. (Exh. 5, FRD Nexus Study (June 15, 2017).)

Throughout FRD’s discussions with the County on adoption of a new franchise agreement, FRD emphasized the importance of addressing the agreed upon rate increase. Based on Mr. Kolb’s repeated assurances that the County would place before the Board a resolution on the 4.87% rate increase for

approval upon completion of the Proposition 218 process, FRD executed the New Franchise Agreement effective April 1, 2017 with "Attachment D" that contained the old rates.

FRD's action in executing the New Franchise Agreement was reasonable because the County instructed that a "stop-gap resolution" was necessary to ensure the County maintained its legal ability to collect fees for solid waste services upon expiration of the old solid waste ordinance. Specifically, on February 6, 2017, Mr. Kolb, emailed Mr. Martinelli to explain that the proposed resolution which was Attachment D in the proposed franchise agreement, had the "existing rate schedule . . . because the old solid waste ordinance will expire this Thursday, on February 9th and with it our legal ability to collect any fees for solid waste services, unless a stop-gap resolution (Resolution No. 17-8228) is put in place." (Exh. 2, Kolb Email (Feb. 6, 2017).) Mr. Kolb urged that time was of the essence to get the proposed franchise agreement signed along with the existing rates because "[t]hat resolution (the Attachment D showing the existing rate) needs to be adopted tomorrow, February 7th." (*Id.*) The Board passed and adopted Resolution No. 17-8228 on February 7, 2017, which is Attachment D to the New Franchise Agreement.

Moreover, the New Franchise Agreement between FRD and the County does not preclude a promissory estoppel action against the County for its promise to grant FRD the 4.87% rate increase upon completion of the nexus study. This is so because the New Franchise Agreement runs independent of the County's promise to increase FRD's rates and it does not govern the same subject matter as the County's promise. *See R. N. Beach, Inc.*, 2016 WL 1682046 at *6 (E.D. Cal. Apr. 27, 2016). Mr. Kolb acknowledged that the matter of the rate increase is independent of the execution of the New Franchise Agreement. In an email to Mr. Martinelli on February 10, 2017, Mr. Kolb acknowledges that "**the matter of the rate increase is independent of the adoption for the replacement franchise agreement**, just as proposed rate increases will be independent of the franchise agreement in the future." (Exh. 3, Kolb Email (Feb. 10, 2017) (bold added).) It is because of this distinction that Mr. Kolb indicates that the current rates in Attachment D "will change when the nexus study is done and Prop 218 is complete" and that "when a rate adjustment takes place, it will also be done by resolution, and will automatically apply to the agreement without additional action." (Exh. 1, Kolb Email (Jan. 31, 2017).)

The County must fulfill its promise and legal commitment to FRD to grant it the 4.87% rate increase despite FRD entering into the New Franchise Agreement and because the County's consultant's has completed the nexus study. FRD has suffered damages since enactment of the New Franchise Agreement and will continue to incur additional damages. As mentioned earlier, if this matter is not resolved by March 15, 2018, FRD will file a Government Code claim under section 910, *et seq.* to initiate all necessary actions required to seek recovery.

Sincerely,



John Lynn Smith

JLS:rp

EXHIBIT 1

Reply Reply All Forward

Franchise agreement

Kolb, John

To: gmartinelli@wm.com; Dennis Simpson (dsimpso4@wm.com); West, Ryan (rwest1@wm.com)

Cc: Bob Perreault (bobperreault@countyofplumas.com)

Attachments: (27) Download all attachments

FRD Title Sheet 10-7-16.docx (18 KB) [Open as Web Page]; FRD Table of Contents Cou--1.docx (36 KB) [Open as Web Page]; FRD Recitals 1-30-17.docx (24 KB) [Open as Web Page]; FRD ARTICLE 1 1-26-17.docx (21 KB) [Open as Web Page]; FRD ARTICLE 2 1-29-17.docx (23 KB) [Open as Web Page]; FRD ARTICLE 3 1-27-17.docx (21 KB) [Open as Web Page];
Tuesday, January 31, 2017 11:39 AM

Here is the document in Word. The maps are PDF only, so they won't be included again. Attachment D is now a resolution that shows the current rates as they are shown in the old ordinance. It will change when the nexus study is done and Prop 218 is complete. In the future, when a rate adjustment takes place, it will also be done by resolution, and will automatically apply to the agreement without additional action.

John Kolb

COP000148

EXHIBIT 2

Martinelli, Greg

From: Kolb, John <JohnKolb@countyofplumas.com>
Sent: Monday, February 6, 2017 10:48 AM
To: Martinelli, Greg
Cc: Perreault, Bob; Settemie, Craig; wschoen@3cgl.com
Subject: Resolution to be considered by BOS on 2-7-17

Greg,

The resolution with the existing rate schedule that appeared as Attachment D is in the latest proposed agreement because the old solid waste ordinance will expire this Thursday, on February 9th, and with it our legal ability to collect any fees for solid waste services, unless a stop-gap resolution is put in place. That resolution (the Attachment D showing the existing rates) needs to be adopted tomorrow, February 7th.

The resolution that you are referring to will be passed as soon as the Nexus Study is completed and the new fee schedule is written. This will look more like the Attachment D that appeared in earlier versions of the proposed agreement, with all of the fees we discussed, and it will address the 4.87% increase for FFD. Because of the new rate adjustment language inserted into the agreement by County Counsel, a new fee schedule resolution automatically supersedes the previous one, without any further action from the Board.

I talked to William Schoen on Wednesday, and he said that he hadn't received the information he requested from Waste Management yet, so he cannot presently complete the Nexus Study. That study will determine how the new fee schedule is set up, and has to go out with the Prop. 218 letter, which we have ready to go, along with a list of all of the properties in your service area. Per our County Counsel, the Prop. 218 noticing package cannot be mailed until the Nexus Study is complete because, in order to conform to the requirements of Prop. 218, the new rates not only have to be justified by the Nexus Study, but have to be included in this mailing.

John Kolb

From: Martinelli, Greg [mailto:GMartinelli@wm.com]
Sent: Friday, February 03, 2017 10:55 AM
To: Kolb, John; Simpson, Dennis; West, Ryan
Cc: Perreault, Bob; Martinelli, Greg
Subject: RE: Franchise agreement

Thank you Bob and John.

I don't understand your Resolution. It contains the existing rates and it looks like a comparison to the IMD rates for the same service, but doesn't address our 4.87% rate increase. I also didn't see the additional services I requested to be added in, but they are addressed in the body of the agreement and referred to Attachment D for the pricing.

What is the County's plan in dealing with our rate increase and where is it identified in this document? We won't be signing this document as is. I was pleased to see that your attorney did not have too many changes. There are a couple of material things I have issue with that he added and my attorney will have to look at the purely legal items.

Unless I'm missing something, the commitment that was made in December to get us to extend the agreement for an additional 2 months has not been followed. From the report I got from the Task Force meeting last week and John's email, it does not sound like the Prop 218 notices have been sent out. Your commitment was that would be happening at the same time your attorney was reviewing the document. I know that the County asked us for the address list, but it sounds like the County has no intention of doing anything until after this Nexus study is completed. This should have no bearing on our rate increase whatsoever. There is nothing in our current agreement that remotely describes this study. We have no objection to you doing the study, but if is something the County has to have, you should have done it months or years ago. Not at the 11th hour.

If you haven't sent them, we are way past any ability to get the Prop 218 notices sent prior to the expiration of this agreement. I need to have an understanding from you as to how you plan on handling our rate increase request and I would like that in writing. Language added by your attorney at 3.04 B. indicates that we are satisfied with the terms and conditions contained in the agreement. We aren't there yet.

My recommendation is that you put some type of resolution on the table for us and your Board to consider indicating that our requested increase is pending based on whatever the factors are and that the retroactive increase will be implemented after the necessary steps are taken. It does not matter to us where you apply the increase. If we don't see a guarantee from your BOS that our rates are going up 4.87% upon the signing of the new franchise, we will not be operating beyond February 28th. My AVP will not sign this document in its present form.

I've attached a markup of what I believe are some simple matters to resolve for your review. This will not be all of our comments. My attorney is still reviewing.

The attached email from December 20th is a reminder that I asked you for an update on the Prop 218 notice, the legal review and questions related to the curbside recycling project. I never received a response.

Greg Martinelli
Area Manager
Public Sector Solutions
gmartinelli@wm.com

Waste Management of Nevada
100 Vassar Street
Reno, Nevada 89502
775.326.2322

775.848.2330 (Cell)

From: Kolb, John [mailto:JohnKolb@countyofplumas.com]
Sent: Tuesday, January 31, 2017 11:32 AM
To: Martineil, Greg <GMartineil@wm.com>; Simpson, Dennis <dsimpso4@wm.com>; West, Ryan <rwest1@wm.com>
Cc: Perreault, Bob <BobPerreault@countyofplumas.com>
Subject: Franchise agreement

I've completed the addition of County Counsel's remarks for your agreement (in red) and am enclosing a PDF of the entire agreement, as edited. I will be sending you a Word version of the same in case you need to make any final edits -- as we know, Word is a lot easier to work with. My apologies for not replying with the document you last sent me, but the edits I got back from County Counsel were hand-written, so this will be the best I can do. I will be sending the Word version to you in a separate e-mail, with our County Counsel's comments/changes (also in red). In the meantime, both agreements have been posted on our website at <http://www.countyofplumas.com/index.aspx?nid=2013>, dated January 2017. The agreement is on the Board agenda next Tuesday (the 7th) for discussion and could be ready for approval on the 14th or 21st, depending on comments from you and Intermountain Disposal.

John Kolb

Recycling is a good thing. Please recycle any printed emails.

EXHIBIT 3

**RE: 17-8229 -- A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR
COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES**

Martinelli, Greg [GMartinelli@wm.com]

Sent: Monday, February 13, 2017 1:06 PM

To: Kolb, John

Cc: Perreault, Bob; Martinelli, Greg [GMartinelli@wm.com]

Attachments: FRD ARTICLE 3 1-29-17 (jb~1.docx (21 KB) ; FRD ARTICLE 4 1-29-17 (jb~1.docx (27 KB) ; FRD ARTICLE 5 1-29-17 (jb~1.docx (39 KB) ; FRD ARTICLE 6 1-29-17 (jb~1.docx (19 KB) ; FRD ARTICLE 7 1-29-17 (jb~1.docx (17 KB) ; FRD ARTICLE 8 1-29-17 (jb~1.docx (32 KB) ; FRD ARTICLE 9 1-29-17 (jb~1.docx (67 KB) ; FRD ARTICLE 10 1-29-17 (jb~1.docx (41 KB) ; FRD ARTICLE 12 1-29-17 (jb~1.docx (32 KB) ; FRD ARTICLE 14 1-29-17 (jb~1.docx (30 KB) ; FRD ARTICLE 15 11-8-16 (jb~1.docx (34 KB) ; FRD ARTICLE 16 1-29-17 (jb~1.docx (29 KB) ; FRD ATTACHMENT A 1-29-17 ~1.docx (27 KB)

John: Attached are our comments. Look at 4 & 5. Looks like the numbers don't match up relative to the ordinance citation. If there is a chance this is not going tomorrow and will be bumped to next Tuesday, please let me know.

Greg Martinelli
Area Manager
Public Sector Solutions
gmartinelli@wm.com

Waste Management of Nevada
100 Vassar Street
Reno, Nevada 89502
775.326.2322
775.848.2330 (Cell)

From: Kolb, John [mailto:JohnKolb@countyofplumas.com]
Sent: Friday, February 10, 2017 11:53 AM
To: Martinelli, Greg <GMartinelli@wm.com>
Cc: Perreault, Bob <BobPerreault@countyofplumas.com>
Subject: RE: 17-8229 -- A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES

Greg,

I've reviewed your comments on Article 12, and added "commercial" to the services provided by the Contractor in 12.04D per your request.

Your other comments appear to deal with the proposed 4.87% rate increase, which is, and will be, processed pursuant to Proposition 218. I can tell you that, since the Passage of Prop 218, the jurisdictions that have the understanding that Prop. 218 applies to their solid waste program, such as we do in Plumas County, have followed the Prop. 218 guidelines for Public Notification, the 45-day Public Notice period and a Public Hearing (what is commonly called a "protest hearing"). There is no shortcut or other method to establish new rates. This has been the case since 1996, when Proposition 218 was passed, and both FRD and IMD have gone through this process. The steps we are going through right now are no different than in earlier rate adjustments, except that we will be bringing in a newer, more complete fee schedule that will reflect the division between property-related fees and all other fees. That is the purpose of the Nexus Study, and as far

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as I can tell, everything is on track to accomplish that. The new fee schedule will use your financial records, plus any new costs that have been established in the franchise agreement, plus the rate increase – if approved during the Prop. 218 process. That "if" has been there for every rate increase request since 1996, and there hasn't been a refusal yet. As far as the concern over Initial Rates, the Attachment D that is now part of the agreement established the existing rate schedule as the initial rates, but as soon as the process to approve the new rates is complete, including the Prop. 218 hearing, the Task Force recommendation and the Board's resolution, the new rate schedule will supplant the existing one.

As Bob Perreault has repeatedly asserted in public, the matter of the rate increase is independent of the adoption of the replacement franchise agreement, just as proposed rate increases will be independent of the franchise agreement in the future.

John Kolb

From: Martinelli, Greg [<mailto:GMartinelli@wm.com>]
Sent: Friday, February 10, 2017 10:48 AM
To: Kolb, John; Perreault, Bob
Cc: Martinelli, Greg
Subject: FW: 17-8229 -- A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES

I have an appointment with legal counsel at 1:30 to wrap this up. Are you going to respond to my request for this information? I'd like to wrap this up with him today and get this turned back to you.

Greg Martinelli
Area Manager
Public Sector Solutions
gmartinelli@wm.com

Waste Management of Nevada
100 Vassar Street
Reno, Nevada 89502
775.326.2322
775.848.2330 (Cell)

From: Martinelli, Greg
Sent: Wednesday, February 8, 2017 5:07 PM
To: Perreault, Bob <BobPerreault@countyofplumas.com>; Kolb, John (JohnKolb@countyofplumas.com) <JohnKolb@countyofplumas.com>
Subject: RE: 17-8229 -- A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR COLLECTION, TRANSFER AND RELATED SOLID WASTE SERVICES

Thanks Bob. I've attached my comments on Article 12. Please look at my comment at 12.03. I need to understand how you plan on addressing the rate increase and how it interacts with this specific section, specifically the 1st sentence. I understand most of the Prop 218 process, but if for any reason that the Prop 218 were not to pass, we are not interested in signing a 10 year agreement at the current rate structure. I need to be able to explain this to my attorney and AVP so we don't have any surprises next week. What are our protections?

COP000035

Are we at the point that you now know how the break down is going to be based on line of business? Can you give me a step by step process that includes timelines and what we are going to charge the customer base? Our intent is to get our final comments back to you by Friday, but I need to understand this article.

Greg Martinelli
Area Manager
Public Sector Solutions
gmartinelli@wm.com

Waste Management of Nevada
100 Vassar Street
Reno, Nevada 89502
775.326.2322
775.848.2330 (Cell)

From: Perreault, Bob [<mailto:BobPerreault@countyofplumas.com>]
Sent: Wednesday, February 8, 2017 2:55 PM
To: Martinelli, Greg <GMartinelli@wm.com>; Simpson, Dennis <dsimpso4@wm.com>;
rickyross@intermountaindisposal.com; candiceross@intermountaindisposal.com
Cc: Kolb, John <JohnKolb@countyofplumas.com>; Frank, Damien <DamienFrank@countyofplumas.com>;
Settlemyre, Craig <CSettlemyre@countyofplumas.com>; Snyder, Mari <MariSnyder@countyofplumas.com>;
William Schoen <wschoen@r3cgi.com>
Subject: 17-8229 -- A RESOLUTION ESTABLISHING A FEE SCHEDULE FOR COLLECTION, TRANSFER AND
RELATED SOLID WASTE SERVICES

Attached, for your files, is an executed copy of the subject Resolution, adopted by the Board of Supervisors on February 7, 2017.

Bob Perreault
Director of Public Works

Recycling is a good thing. Please recycle any printed emails.

COP000036

EXHIBIT 4

Martinelli, Greg

From: Kolb, John <JohnKolb@countyofplumas.com>
Sent: Tuesday, February 7, 2017 10:48 AM
To: Martinelli, Greg
Cc: Perreault, Bob; wschoen@rcgi.com
Subject: RE: Resolution to be considered by BOS on 2-7-17

Greg,

From my conversations with William Schoen, it appears that commercial rates have been supporting residential rates for some time, so if anything, the Nexus Study will recommend that residential rates will be going up more than commercial/transfer station rates. The Prop. 218 "Public Notice" to constituents must address these details.

On the subject of the rate increase, Public Works and R3 supported your 4.87% request at our Task Force and Board of Supervisors (BOS) meetings. We believe that your financial statement supports the cost of your operations in Plumas County, even though we disagreed with the original cost apportionment. The Nexus Study is designed, and required by Prop 218, to allocate residential collection costs to residential collection. The balance of your costs will be allocated to all other services. I did include a reminder to William Schoen that the rents that appear in the new agreements need to be factored into the proposed rate schedule, as well as any other new pass-through costs. Now that R3 Consulting has your data, the completion of the Nexus Study will enable the Public Notice letter to be completed.

As clearly explained at the last meeting of the Solid Waste Task Force on Monday, January 23, 2017, the "next steps" associated with the FRD rate increase request would be to distribute the Nexus Study data to the Task Force to enable the Task Force to advise the BOS on the proposed rate increase. Thereafter, the rate increase would be considered by the BOS upon conclusion of the 45-day notice period, as required by Proposition 218.

Public Works does not want, and will not request, another extension.

John Kolb

From: Martinelli, Greg [mailto:GMartinelli@wm.com]
Sent: Tuesday, February 07, 2017 8:00 AM
To: Kolb, John
Cc: Perreault, Bob; Settlement, Craig; wschoen@rcgi.com; Martinelli, Greg; West, Ryan; Simpson, Dennis
Subject: RE: Resolution to be considered by BOS on 2-7-17

Thank you John for the clarification. The resolution process seems to make much more sense in resolving the long-term matter of publishing the rates.

Your last sentence does not resolve the matter at hand. "Per our County Counsel, the Prop. 218 noticing package cannot be mailed until the Nexus Study is complete because, in order to conform to the requirements of Prop. 218, the new rates not only have to be justified by the Nexus Study, but have to be included in this mailing". This was not what you told us and the BOS at the December meeting in order to get us to grant another extension, nor was it was communicated in an email from Bob on November 28th.

I have made it clear to you and Bob on numerous occasions and to your BOS in December that we would not be moving forward with an agreement that does not contain our rate increase. If I am understanding the County's position, you are going to pay an outside consultant to look at your solid waste program and that county paid consultant is going to tell you and your franchise holders that these are the rates you can charge for your service. If you are charging \$20 per month for residential service and the study says you should only be charging \$18 per month, the rates will be reduced by \$2? Conversely, if the consultant says you should be charging \$25 per month, does that mean the rates go up \$5.00? The County has provided no information as to how this Nexus study works or what authority compels it. Only that it is required. Am I understanding it correctly? Or does it mean that the overall revenue of the franchise remains the same, but the charges for different services may change depending upon the line of business? We actually have added language to the agreement authorizing that, but that isn't what the above statement says.

I have checked with my counterparts in other areas of California where Prop. 218 notification is a required and they are not familiar with this nexus study. I understand that interpretation of Prop 218 is left up to the various legal counsel reviews throughout California and I respect Mr. Settlement's opinion on the matter. What I have issue with is the timing. You never brought this to our attention as being a new requirement at the time we submitted our request for a rate increase to you in March of 2016. Nor was it an identified issue until after the original contract expiration in August and the expiration of the 1st extension in October. Your position further states that if the Nexus study does not support our 4.87% rate increase, the rates will not be increased.

Our current rate of return on this agreement is not acceptable. We won't be executing a new agreement that leaves the rate question up in the air and we won't be granting anymore extensions. Not sure where that leaves us.

We have provided Mr. Schoen with the information he requested.

Greg Martinelli
Area Manager
Public Sector Solutions
gmartinelli@wmm.com

Waste Management of Nevada
100 Vassar Street
Reno, Nevada 89502
775.326.2322
775.848.2330 (Cell)

From: Kolb, John [mailto:JohnKolb@countyofplumas.com]
Sent: Monday, February 5, 2017 10:48 AM
To: Martineff, Greg <GMartineff@wm.com>
Cc: Perreault, Bob <BobPerreault@countyofplumas.com>; Settlement, Craig <CSettlement@countyofplumas.com>; wschoen@r3cpi.com
Subject: Resolution to be considered by BOS on 2-7-17

Greg,

The resolution with the existing rate schedule that appeared as Attachment D is in the latest proposed agreement because the old solid waste ordinance will expire this Thursday, on February 9th, and with it our legal ability to collect any fees for solid waste services, unless a stop-gap resolution is put in place. That resolution (the Attachment D showing the existing rates) needs to be adopted tomorrow, February 7th.

The resolution that you are referring to will be passed as soon as the Nexus Study is completed and the new fee schedule is written. This will look more like the Attachment D that appeared in earlier versions of the proposed agreement, with all of the fees we discussed, and it will address the 4.87% increase for FRD. Because of the new rate adjustment language inserted into the agreement by County Counsel, a new fee schedule resolution automatically supersedes the previous one, without any further action from the Board.

I talked to William Schoen on Wednesday, and he said that he hadn't received the information he requested from Waste Management yet, so he cannot presently complete the Nexus Study. That study will determine how the new fee schedule is set up, and has to go out with the Prop. 218 letter, which we have ready to go, along with a list of all of the properties in your service area. Per our County Counsel, the Prop. 218 noticing package cannot be mailed until the Nexus Study is complete because, in order to conform to the requirements of Prop. 218, the new rates not only have to be justified by the Nexus Study, but have to be included in this mailing.

John Kolb

From: Martineff, Greg [mailto:GMartineff@wm.com]
Sent: Friday, February 03, 2017 10:55 AM
To: Kolb, John; Simpson, Dennis; West, Ryan
Cc: Perreault, Bob; Martineff, Greg
Subject: RE: Franchise agreement

Thank you Bob and John.

I don't understand your Resolution. It contains the existing rates and it looks like a comparison to the IWD rates for the same service, but doesn't address our 4.87% rate increase. I also didn't see the additional services I requested to be added in, but they are addressed in the body of the agreement and referred to Attachment D for the pricing.

What is the County's plan in dealing with our rate increase and where is it identified in this document? We won't be signing this document as is. I was pleased to see that your attorney did not have too many changes. There are a couple of material things I have issue with that he added and my attorney will have to look at the purely legal items.

Unless I'm missing something, the commitment that was made in December to get us to extend the agreement for an additional 2 months has not been followed. From the report I got from the Task Force meeting last week and John's email, it does not sound like the Prop 218 notices have been sent out. Your commitment was that would be happening at the same time your attorney was reviewing the document. I know that the County asked us for the address list, but it sounds like the County has no intention of doing anything until after this Nexus study is completed. This should have no bearing on our rate increase whatsoever. There is nothing in our current agreement that remotely describes this study. We have no objection to you doing the study, but if is something the County has to have, you should have done it months or years ago. Not at the 11th hour.

If you haven't sent them, we are way past any ability to get the Prop 218 notices sent prior to the expiration of this agreement. I need to have an understanding from you as to how you plan on handling our rate increase request and I would like that in writing. Language added by your attorney at 3.04 B. indicates that we are satisfied with the terms and conditions contained in the agreement. We aren't there yet.

My recommendation is that you put some type of resolution on the table for us and your Board to consider indicating that our requested increase is pending based on whatever the factors are and that the retroactive increase will be implemented after the necessary steps are taken. It does not matter to us where you apply the increase. If we don't see a guarantee from your BOS that our rates are going up 4.87% upon the signing of the new franchise, we will not be operating beyond February 28th. My AVP will not sign this document in its present form.

I've attached a markup of what I believe are some simple matters to resolve for your review. This will not be all of our comments. My attorney is still reviewing.

The attached email from December 20th is a reminder that I asked you for an update on the Prop 218 notice, the legal review and questions related to the curbside recycling project. I never received a response.

Greg Martinelli
Area Manager
Public Sector Solutions
gmartinelli@wrm.com

Waste Management of Nevada
100 Vassar Street
Reno, Nevada 89502
775.326.2322
775.848.2330 (Cell)

From: Kolb, John [mailto:JohnKolb@countyofolumas.com]
Sent: Tuesday, January 31, 2017 11:32 AM

EXHIBIT 5

IMD Cost of Service Analysis - Draft Report

William Schoen [wschoen@r3cgl.com]

Sent: Thursday, June 15, 2017 4:57 PM

To: Perreault, Bob; Kolb, John

Attachments: Plumas County COS Draft Re~1.pdf (217 KB) ; Plumas County COS Final Re~1.pdf (202 KB)

Bob / John

Attached please find the Cost of Service Analysis Draft Report for IMD.

Please let me know if you have any questions or would like to discuss the draft.

Thank you

PS - I have also attached a copy of the Cost of Service Analysis Final Report for FRD

William Schoen
Principal
R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, CA 95661
Phone (916) 782-7821
Cell (916) 947-4880
Fax (916) 782-7824

COP000549

1512 Eureka Road, Suite 220, Roseville, CA 95661
Tel: 916-782-7821 | Fax: 916-782-7824

2600 Tenth Street, Suite 411, Berkeley, CA 94710
Tel: 510-647-9674

627 S. Highland Avenue, Suite 300, Los Angeles, CA 90036
Tel: 323-559-7470

June 15, 2017

Mr. Robert Perreault
Director of Public Works
Plumas County
1824 East Main Street
Quincy, CA 95971-9795

Subject: Intermountain Disposal Waste Collection Cost of Service Rate Study

Dear Mr. Perreault:

R3 Consulting Group, Inc. (R3) was engaged by Plumas County (County) to conduct a cost of service Rate Study of Intermountain Disposal Inc. (IMD) and Feather River Disposal Inc. (FRD). This letter report presents the results of our cost of service Rate Study for IMD. The results of our cost of service Rate Study for FRD have been provided to the County in a separate report.

Project Background

It is County Counsel's position that the rates charged for residential collection are considered to be property-related fees, and are therefore subject to the limitations of Proposition 218. This being the case, the haulers' rate structures must be justified by a cost of service study (nexus study) that evaluates the costs that go into the rates for residential collection, and the fee schedules contained in each of the two new franchise agreements must reflect the rates set in that study.

Project Objectives

- To determine the relative cost of IMD's franchised residential, commercial and roll-off services (lines of business), and transfer station operations;
- Compare those costs to the associated revenues, and
- Determine the relative adjustment that would need to be made to the rates for each of those services so that the resulting rates cover the costs without any associated subsidy or shortfall.

Project Approach

Cost of service analysis is a key aspect of compliance with Proposition 218 requirements. Cost of service analysis can be conducted on two levels:

- Line of Business Cost of Service Analysis – The analysis of revenues and expenses among lines of business (e.g., residential, commercial, industrial) with the intent of balancing revenues and expenses to eliminate any subsidies that may exist across lines of business (e.g., commercial rates subsidizing residential rates); and

- Individual Rate Cost of Service Analysis – The analysis of rates and the relationships between rates within a given rate structure to determine the extent to which an individual rate reflects the cost of the associated service level (e.g., the cost to service a 4-yard container one time per week compared to the cost to service a 1-yard container four times per week).

For this project, the review was limited to a Line of Business Cost of Service Analysis. The Cost of Service Study for IMD was based on its revenues and expenses as reported in its Income Statement dated 12-31-2015. Those revenues and expenses were allocated among the following IMD operations:

- Residential services;
- Commercial container services;
- Roll-off services; and
- Transfer station operations.

Revenues were assigned to each of the above operations as reported by IWM in its Statement of Income. The following factors were then used by to allocate certain expenses:

- Salaries (payroll taxes, workers compensation insurance, retirement plan contribution, employee benefits).
- Hours of Use (depreciation-vehicles, fuel, oil, lubricants).
- Tons (dump fees).
- Revenues (majority of other expenses except as note below).

The following Individual line Item expenses were allocated as noted:

- Payroll- route - A portion of the "payroll - route" expense was allocated to the transfer station based on the estimated time associated with transferring loads to the landfill. The remaining expense was allocated to residential, commercial and roll-off based on revenues.
- Payroll-chief financial officer – Ten percent (10%) of the CFO's payroll cost was allocated to the transfer station. The remaining expense was allocated to residential, commercial and roll-off based on revenues.
- Payroll-office - Five percent (5%) of the CFO's payroll cost was allocated to the transfer station. The remaining expense was allocated to residential, commercial and roll-off based on revenues.
- Payroll-transfer station expense – The payroll - transfer station expense was directly assigned to the transfer station.
- Depreciation office - Allocated to residential, commercial and roll-off based on revenues.

Findings

The following table provides the resulting calculated cost of service for each IMD's lines of business. As shown, there is a calculated surplus for each of the four lines of business, with the surplus for residential, roll-off and transfer station all relatively similar. The surplus for commercial is larger than that of the other lines of business. Given these findings, should the County wish to establish cost of service rates at the time of the next rate adjustment for IMD, the residential, roll-off, and transfer station rates should be increased at a higher percentage than that of the commercial rates. The amounts of any such differential

Mr. Robert Perreault
June 15, 2017
Page 3 of 3

rate adjustment could be calculated at that time, based on the relative surplus amounts shown in the table.

Line of Business	Revenue	Expense	Net Surplus (Shortfall)	
Commercial	\$ 501,335	\$ 411,634.45	\$ 89,700.55	21.8%
Residential	\$ 348,434	\$ 333,930.87	\$ 14,503.13	4.3%
Roll-Off	\$ 169,460	\$ 159,702.37	\$ 9,757.63	6.1%
Other	\$ 319,438	\$ 298,134.19	\$ 21,303.81	7.1%
Total	\$ 1,338,667	\$ 1,203,402	\$ 135,265	11.2%

Limitations

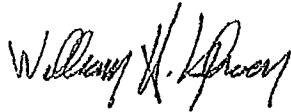
Any number of allocation factors may be considered as a reasonable for purpose of allocating costs, and use of one such factor versus another can have a material impact on the resulting cost of service results. In addition, changes in the economy, account migration, differences in the relative growth of the residential vs. commercial sectors, and other factors can also have a material impact on the cost of service. With that said, we believe that the factors and assumptions used to develop the above cost of service rate adjustments are reasonable.

* * * * *

We appreciate the opportunity to be of assistance to the County. Should you have any questions regarding this submittal, please do not hesitate to contact me by phone at (916) 782-7821 or by email at wschoen@r3cgl.com.

Sincerely,

R3 CONSULTING GROUP



William Schoen | Principal

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Draft Report 061517 IMD.docx

COP000552

1512 Eureka Road, Suite 220, Roseville, CA 95661
Tel: 916-782-7821 | Fax: 916-782-7824

2600 Tenth Street, Suite 411, Berkeley, CA 94710
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June 15, 2017

Mr. Robert Perreault
Director of Public Works
Plumas County
1824 East Main Street
Quincy, CA 95971-9795

Subject: Feather River Disposal Waste Collection Cost of Service Rate Study

Dear Mr. Perreault:

R3 Consulting Group, Inc. (R3) was engaged by Plumas County (County) to conduct a Cost of Service Rate Study of Intermountain Disposal Inc. (IMD) and Feather River Disposal Inc. (FRD). This letter report presents the results of our Cost of Service Rate Study for FRD. The results of our Cost of Service Rate Study for IMD have been provided to the County in a separate report.

Project Background

It is County Counsel's position that the rates charged for residential collection are considered to be property-related fees, and are therefore subject to the limitations of Proposition 218. This being the case, the FRD's and IMD's rate structures must be justified by a cost of service study (nexus study) that evaluates the costs that go into the rates for residential collection, and the fee schedules proposed for each of the two new franchise agreements must reflect the rates set in that study.

Project Objectives

- To determine the relative cost of FRD's franchised residential, commercial, and roll-off services, and transfer station operations (lines of business);
- Compare those costs to the associated revenues, and
- Determine what, if any, overall adjustments need to be made to the rates for each of those services so that they cover the costs without any associated subsidy or shortfall.

Project Approach

Cost of service analysis is a key aspect of compliance with Proposition 218 requirements. Cost of service analysis can be conducted on two levels:

Mr. Robert Perreault

June 15, 2017

Page 2 of 4

- Line of Business Cost of Service Analysis – The analysis of revenues and expenses among lines of business (e.g., residential, commercial, industrial) with the intent of balancing revenues and expenses to eliminate any subsidies that may exist across lines of business (e.g., commercial rates subsidizing residential rates); and
- Individual Rate Cost of Service Analysis – The analysis of rates and the relationships between rates within a given rate structure to determine the extent to which an individual rate reflects the cost of the associated service level (e.g., the cost to service a 4-yard container one time per week compared to the cost to service a 1-yard container four times per week).

For this project, the review was limited to a line of business, cost of service analysis. The cost of service study for FRD was based on its revenues and expenses as reported in its FY 2015 financial statement, which also formed the basis for the review of FRD's recent rate adjustment request. Those revenues and expenses were then allocated among the following FRD operations:

- Residential services;
- Commercial container services;
- Roll-off services; and
- Transfer station operations.

Revenues were directly assigned to each of the above operations. The following factors were used to allocate FRD's associated expenses:

- Routes¹ (payroll, accounting, contract labor, depreciation, equipment maintenance, equipment rental, gas and oil, insurance, tires, uniforms);
- Percentage of payroll (employee benefits);
- Revenues (administration fees, advertising and promotion, corporate overhead, miscellaneous, office supplies, operating supplies, property taxes, taxes and licenses, travel, utilities and telephone);
- Write-offs (bad debt);
- Customers (bank charges);
- Disposal loads (solid waste disposal); and
- Direct assignment (contributions, franchise fees, subcontractor costs).

For purposes of determining cost of service rate adjustments, commercial container services and roll-off services were considered on a combined basis as a single "commercial" rate category. This was done to account for the significant annual variability in costs and revenues that can occur within roll-off services, which are highly sensitive to economic factors (e.g., housing construction). For purposes of determining the cost of service of FRD's transfer station operations, it was assumed that the transfer station revenues fully cover the cost of the use of those facilities by self-haulers. The additional expenses associated with the operation of the transfer stations, above and beyond the associated revenues (i.e., the transfer station shortfall), was allocated among FRD's residential, commercial and roll-off operations, which also use those facilities.

¹ Or based primarily on routes.

Determining the FRD's rate adjustments involved a two (2) step process:

1. Calculating cost of service rate adjustments to each line of business, which does not change the amount of revenues (i.e., is revenue neutral) but reallocates them on a cost of service basis; and
2. Applying FRD's agreed-upon 4.87% overall rate increase across the board (i.e., to all lines of business), and adding the two (2) adjustments together to get the total rate increase by line of business.

Findings

- The following table provides the resulting calculated cost of service rate adjustments, FRD's recommended 4.87% rate adjustment, and the overall (net) rate adjustment for each of line of business:

Rate Adjustment Component	Line of Business		
	Residential	Commercial	Transfer Station
Cost of Service Rate Adjustment	4.09%	-3.06%	0.00%
Recommended Rate Adjustment	4.87%	4.87%	4.87%
Overall (Net) Rate Adjustment	8.96%	1.81%	4.87%

As shown, on a cost of service basis, residential rates need to be increased by 4.09% and commercial rates decreased by 3.06%, to address the calculated shortfall in residential revenues and surplus in commercial revenues (i.e., commercial rates are currently subsidizing the residential rates). Overall, residential rates need to be increased by 8.96%, commercial rates increased by 1.81% and transfer station rates increased by 4.87%.

- Having established the above cost of service rates, future rate adjustments would be applied to all rates (i.e., across the board) to maintain cost of service rates.

Limitations

Any number of allocation factors may be considered reasonable for purpose of allocating costs, and use of one such factor versus another can have a material impact on the resulting cost of service results. In addition, changes in the economy, account migration, differences in the relative growth of the residential vs. commercial sectors, and other factors can also have a material impact on the cost of service over time. With that said, we believe that the factors and assumptions used to develop the above cost of service rate adjustments are reasonable.


* * * * *

Mr. Robert Perreault
June 15, 2017
Page 4 of 4

We appreciate the opportunity to be of assistance to the County. Should you have any questions regarding this submittal, please do not hesitate to contact me by phone at (916) 782-7821 or by email at wschoen@r3cgi.com.

Sincerely,

R3 CONSULTING GROUP



William Schoen | Principal

R:\+Projects\Plumas County 2016 Franchise Agreement Assistance - 116021\COS Study\FRD\Plumas County COS Final Report 061517 -
FRD.docx

COP000556

RE: Late Fees

Kolb, John

Sent: Wednesday, March 08, 2017 11:31 AM

To: William Schoen [wschoen@r3cgl.com]

Cc: Bob Perreault (bobperreault@countyofplumas.com)

I have reviewed the draft COS Report for FRD and have a few minor corrections:

Page 1, under "Project Background" – IWD should be IMD. Also in the last sentence, it should read "... fee schedules proposed for..." instead of "...fee schedules contained in...", since the fee schedule contained in the draft agreement is the County resolution containing the old fees, and will remain so until the Proposition 218 process is completed for the rate adjustment.

Page 3, under "Limitations" – there seems to be a word missing behind "reasonable" in the first sentence, or perhaps the word "a" should be taken out. In the same sentence, the word "the" should be inserted after "...allocating costs, and"

Otherwise, I agree with the content of the report, and will suggest to Bob that it be accepted.

Thank you,

John kolb

From: William Schoen [mailto:wschoen@r3cgl.com]

Sent: Thursday, March 02, 2017 5:09 PM

To: Kolb, John

Subject: RE: Late Fees

John

Please see attached COS Report for FRD for the County's review. Please let me know if you would like to discuss.

Thanks

William Schoen

Principal

R3 Consulting Group

1512 Eureka Road, Suite 220

Roseville, CA 95661

Phone (916) 782-7821

Cell (916) 947-4880

Fax (916) 782-7824

From: Kolb, John [mailto:JohnKolb@countyofplumas.com]

Sent: Tuesday, February 28, 2017 1:46 PM

To: William Schoen <wschoen@r3cgl.com>

COP000448

Cc: Perreault, Bob <BobPerreault@countyofplumas.com>
Subject: RE: Late Fees

William,

Thanks for the updated numbers. I have used them and your opinion on the late fees to revise the fee schedule (attached) that we will send out with the Prop 218 notification letter. What I haven't done yet is work up the RRI schedule for the next 3 or 5 years. If we put a 2%, 3% or a 5% maximum on yearly increases and show what those maximum increases would be in tabular form, it should keep us from having to go through the Proposition 218 process for that span of years. What concerns me is that people will look at those numbers and believe that they represent the actual future rates, rather than the maximum rates that could be charged. The other question I have is: now that we've "corrected" the rates by LOB, can we apply a single rate to future increases, or will we have to differentiate rates as we just did?

As far as presenting the COS work you have done, are you planning to put the information in a report form so that it can be presented to County Counsel and the Board? Bob and I would like to see it done that way, and we'd like you to be available for a Board meeting (hopefully in March) to answer any questions about the process.

John Kolb

From: William Schoen [<mailto:wschoen@r3cgl.com>]
Sent: Tuesday, February 28, 2017 7:38 AM
To: Kolb, John
Subject: RE: Late Fees

John

10% is common. 25% is very high - suggest limit it to 10%.

We also reran the COS analysis with the additional \$16,200 in TS rent expenses:

Res = 9.73% vs. 8.96%
Com = 3.04% vs. 1.81%
TS = 4.87% vs. 4.87%

Please let me know if you have any questions

William Schoen
Principal
R3 Consulting Group
1512 Eureka Road, Suite 220
Roseville, CA 95661
Phone (916) 782-7821
Cell (916) 947-4880
Fax (916) 782-7824

From: Kolb, John [<mailto:JohnKolb@countyofplumas.com>]
Sent: Monday, February 27, 2017 3:10 PM
To: William Schoen <wschoen@r3cgl.com>

COP000449

Cc: Perreault, Bob <BobPerreault@countyofplumas.com>
Subject: Late Fees

Here is an excerpt from the FRD contract as it appeared prior to edits from our County Counsel that moved the late fees into Attachment D, the Fee Schedule:

B. Delinquent payment. Single-family residential customers will be considered delinquent forty-five (45) days after start of the quarter in which collection services are provided by Contractor and multi-family dwelling, commercial customers will be considered delinquent fifteen (15) after payment is due to Contractor. Contractor may assess a late fee, at a rate not to exceed twenty-five percent (25%) of the unpaid balance of single-family residential customer's bills, and at a rate not to exceed ten percent (10%) of the balance for multi-family residential and commercial customers, monthly if payment is not received by Contractor within fifteen (15) days after the account becomes delinquent. Contractor may discontinue services to customers who are 60 days delinquent. Prior to any such actions, Contractor must provide all delinquent accounts with written notice of its intent to assess late fees. Contractor may use any other means of collection available under law to collect delinquent accounts, including, but not limited to termination of service, and shall be entitled to recover its costs of collection.

I don't have a problem identifying the late fee as 25% of the unpaid balance for residential and 10% of the unpaid balance for commercials in our Fee Schedule, but if most companies are doing something different, then maybe we should talk to our contractors about this.

John Kolb

COP000450

1512 Eureka Road, Suite 220, Roseville, CA 95661
Tel: 916-782-7821 | Fax: 916-782-7824

2600 Tenth Street, Suite 411, Berkeley, CA 94710
Tel: 510-647-9674

627 S. Highland Avenue, Suite 300, Los Angeles, CA 90036
Tel: 323-559-7470

March 3, 2017

Mr. Robert Perreault
Director of Public Works
Plumas County
1824 East Main Street
Quincy, CA 95971-9795

Subject: Feather River Disposal Waste Collection Cost of Service Rate Study

Dear Mr. Perreault:

R3 Consulting Group, Inc. (R3) was engaged by Plumas County (County) to conduct a Cost of Service Rate Study of Intermountain Disposal Inc. (IMD) and Feather River Disposal Inc. (FRD). This letter report presents the results of our Cost of Service Rate Study for FRD. The results of our Cost of Service Rate Study for IMD have been provided to the County in a separate report.

Project Background

It is County Counsel's position that the rates charged for residential collection are considered to be property-related fees, and are therefore subject to the limitations of Proposition 218. This being the case, the FRD's and IMD's rate structures must be justified by a cost of service study (nexus study) that evaluates the costs that go into the rates for residential collection, and the fee schedules contained in each of the two new franchise agreements must reflect the rates set in that study.

Project Objectives

- To determine the relative cost of FRD's franchised residential, commercial, and roll-off services, and transfer station operations (lines of business);
- Compare those costs to the associated revenues, and
- Determine what, if any, overall adjustments need to be made to the rates for each of those services so that they cover the costs without any associated subsidy or shortfall.

Project Approach

Cost of service analysis is a key aspect of compliance with Proposition 218 requirements. Cost of service analysis can be conducted on two levels:

- Line of Business Cost of Service Analysis – The analysis of revenues and expenses among lines of business (e.g., residential, commercial, industrial) with the intent of balancing revenues and expenses to eliminate any subsidies that may exist across lines of business (e.g., commercial rates subsidizing residential rates); and
- Individual Rate Cost of Service Analysis – The analysis of rates and the relationships between rates within a given rate structure to determine the extent to which an individual rate reflects the cost of the associated service level (e.g., the cost to service a 4-yard container one time per week compared to the cost to service a 1-yard container four times per week).

For this project, the review was limited to a line of business, cost of service analysis. The cost of service study for FRD was based on its revenues and expenses as reported in its FY 2015 financial statement, which also formed the basis for the review of FRD's recent rate adjustment request. Those revenues and expenses were then allocated among the following FRD operations:

- Residential services;
- Commercial container services;
- Roll-off services; and
- Transfer station operations.

Revenues were directly assigned to each of the above operations. The following factors were used to allocate FRD's associated expenses:

- Routes¹ (payroll, accounting, contract labor, depreciation, equipment maintenance, equipment rental, gas and oil, insurance, tires, uniforms);
- Percentage of payroll (employee benefits);
- Revenues (administration fees, advertising and promotion, corporate overhead, miscellaneous, office supplies, operating supplies, property taxes, taxes and licenses, travel, utilities and telephone);
- Write-offs (bad debt);
- Customers (bank charges);
- Disposal loads (solid waste disposal); and
- Direct assignment (contributions, franchise fees, subcontractor costs).

For purposes of determining cost of service rate adjustments, commercial container services and roll-off services were considered on a combined basis as a single "commercial" rate category. This was done to account for the significant annual variability in costs and revenues that can occur within roll-off services, which are highly sensitive to economic factors (e.g., housing construction). For purposes of determining the cost of service of FRD's transfer station operations, it was assumed that the transfer station revenues fully cover the cost of the use of those facilities by self-haulers. The additional expenses associated with the operation of the transfer stations, above and beyond the associated revenues (i.e., the transfer station shortfall), was allocated among FRD's residential, commercial and roll-off operations, which also use those facilities.

¹ Or based primarily on routes.

Determining the FRD's rate adjustments involved a two (2) step process:

1. Calculating cost of service rate adjustments to each line of business, which does not change the amount of revenues (i.e., is revenue neutral) but reallocates them on a cost of service basis; and
2. Applying FRD's agreed-upon 4.87% overall rate increase across the board (i.e., to all lines of business), and adding the two (2) adjustments together to get the total rate increase by line of business.

Findings

- The following table provides the resulting calculated cost of service rate adjustments, FRD's recommended 4.87% rate adjustment, and the overall (net) rate adjustment for each of line of business:

Rate Adjustment Component	Line of Business		
	Residential	Commercial	Transfer Station
Cost of Service Rate Adjustment	4.09%	-3.06%	0.00%
Recommended Rate Adjustment	4.87%	4.87%	4.87%
Overall (Net) Rate Adjustment	8.96%	1.81%	4.87%

As shown, on a cost of service basis, residential rates need to be increased by 4.09% and commercial rates decreased by 3.06%, to address the calculated shortfall in residential revenues and surplus in commercial revenues (i.e., commercial rates are currently subsidizing the residential rates). Overall, residential rates need to be increased by 8.96%, commercial rates increased by 1.81% and transfer station rates increased by 4.87%.

- Having established the above cost of service rates, future rate adjustments would be applied to all rates (i.e., across the board) to maintain cost of service rates.

Limitations

Any number of allocation factors may be considered as a reasonable for purpose of allocating costs, and use of one such factor versus another can have a material impact on the resulting cost of service results. In addition, changes in the economy, account migration, differences in the relative growth of the residential vs. commercial sectors, and other factors can also have a material impact on the cost of service over time. With that said, we believe that the factors and assumptions used to develop the above cost of service rate adjustments are reasonable.

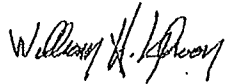
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Mr. Robert Perreault
March 3, 2017
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We appreciate the opportunity to submit our proposal to the County, and would welcome the opportunity to discuss our qualifications in more detail. Should you have any questions regarding our proposal, or need any additional information, please contact me by phone at (916) 782-7821 or by email at wschoen@r3cgl.com.

Sincerely,

R3 CONSULTING GROUP



William Schoen | Principal

Attachment 2016 Billing Schedule

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