

## **BOARD OF SUPERVISORS**

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

**AGENDA FOR MEETING OF JULY 12, 2011 TO BE HELD AT 10:00 A.M. IN THE  
BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

10:00 A.M. **CALL TO ORDER/ROLL CALL**

**INVOCATION AND FLAG SALUTE**

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

## **ACTION AGENDA**

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

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

1. 10:10 **GRIZZLY RANCH COMMUNITY SERVICES DISTRICT** – Robert Perreault  
Approve refund of \$6,000 to Leon Jonkers for water/sewer connection fee required by Grizzly Ranch CSD

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

2. 10:15 **ALLIANCE FOR WORKFORCE DEVELOPMENT** – Traci Holt  
Mid-Year report and update on Alliance for Workforce Development, Inc. job seeker and business service activities
3. 10:30 **BOARD OF SUPERVISORS**
  - A. Presentation of *Certificate of Appreciation and Recognition* of Margaret Miles, County Librarian
  - B. Appoint Jack Ingstad, County Administrative Officer as the Interim County Librarian effective July 15, 2011
  - C. Discussion and possible action to appoint an alternate director to the Nor-Cal EMS Board of Directors
  - D. Approve letters to Congressional representatives regarding San Joaquin Valley Water Reliability Act
  - E. Approve comment letter regarding proposed Memorandum of Agreement between California counties, U.S. Forest Service and the U.S. Bureau of Land Management
  - F. Correspondence
  - G. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
  - H. Appointments  
**GREENVILLE CEMETERY DISTRICT**  
Appoint Suzanne Hamar to the Greenville Cemetery District Board and re-appoint Jim Hamblin

4. 11:15 **COUNTY ADMINISTRATIVE OFFICE** – Jack Ingstad

A. Budget Briefing

Departmental Matters

B. **PUBLIC WORKS** – Robert Perreault

Presentation of status report pertaining to the ongoing negotiations with the solid waste franchise contractors in regard to the replacement franchise contracts; discussion, possible action and/or direction to staff

C. **FACILITY SERVICES** – Joe Wilson

Presentation by Gilda Puente-Peters Architects of Plumas County's ADA transition plan update and request the Board to accept and approve the plan as presented

5. **CONSENT AGENDA**

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

A. **BOARD OF SUPERVISORS**

Approve and authorize the Chair to sign letter to the Department of Transportation for encroachment permit for the Plumas County Fair Parade, Saturday, August 13, 2011, Quincy

B. **ELECTIONS**

- 1) **RESOLUTION:** Authorizing the Plumas County Clerk, Registrar of Voters to Conduct an All Mailed Ballot Election on November 8, 2011, Within the Boundaries of the Prattville/Almanor Fire Protection District for the Purposes of a special Tax for Emergency Medical Services, Fire Protection and Prevention
- 2) **RESOLUTION:** Authorizing the Plumas County Clerk, Registrar of Voters to Conduct an All Mailed Ballot Election on November 8, 2011, Within the Boundaries of the West Almanor Community Services District for the Purposes of Extending and Increasing the Current Special Tax for Emergency Medical Services, Fire Protection and Prevention

C. **PROBATION**

Approve moving grant funds of \$8,072 from Group Insurance into Wages and Other Benefits, and Out of County Travel (Dept 20403) and from Compensation Insurance to Office Expenses to cover the costs for the remainder of the grant period

D. **PUBLIC HEALTH**

**RESOLUTION:** Approve Standard Agreement Number 10-10141 from the California Department of Health Services, Office of AIDS for Funding for Housing Opportunities for Persons with AIDS (HOPWA) Program for FY 2010-2011, 2011-2012 and 2012-2013; and authorize the Director of Public Health to sign Standard Agreement

E. **SOCIAL SERVICES**

Approve contract EW02011-26, I the amount of \$45,980, with the University of California, Davis for professional training services to be provided to Department of Social Services staff; authorize the Director of the Department of Social Services to sign the agreement as the Board's designee, and authorize the Department of Social Services to execute an extension of the agreement for an additional twelve-month period following the conclusion of the current term, subject to the availability of state and federal funding

## **6. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees
- C. Personnel: Public employee performance evaluation – Agriculture Commissioner & Sealer of Weights and Measures

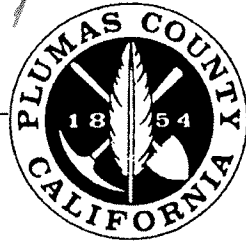
### **REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

### **ADJOURNMENT**

Adjourn meeting to Tuesday, July 19, 2011, Board of Supervisors Room 308, Courthouse, Quincy, California.

# ENGINEERING DEPARTMENT

555 Main Street • Quincy, CA 95971 • (530) 283-6222 • Fax (530) 283-6134



Robert A. Perreault, Jr.,  
Plumas County Engineer

## AGENDA REQUEST

Date: July 1, 2011

To: Honorable Board of Supervisors sitting as the Governing Board of the Grizzly Ranch CSD

From: Robert Perreault, Manager, Grizzly Ranch CSD *Robert A Perreault*

Subject: Consent Agenda Request for the July 12, 2011 meeting of the Plumas County Board of Supervisors

### A. Approval of the Refund Request of Leon Jonkers

**Recommendation:** To approve the refund request of Leon Jonkers

**Background:** Mr. Jonkers applied for a building permit in December 2008 which required which required payment of a \$6000 water/sewer connection fee to the Grizzly Ranch CSD. He has since decided not to build and the previously issued building permit has been voided. He is requesting a refund of the \$6000 connection fee.

Attached is a copy of the Will Serve, Mr. Jonkers letter of request and a copy of the Building Department's voided Record of Inspection.

GRIZZLY RANCH  
COMMUNITY SERVICES DISTRICT

WILL SERVE LETTER

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559-434-3225 Dr. Jonker

Lot Number: 28

Address: 486 Grizzly Ranch Road

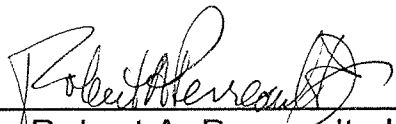
A. P. Number: 028-040-032

Owner: Leon & Deborah Jonkers

Mailing Address: 10220 North Page

Fresno, CA 93730

The Owner listed above has paid the required connection fees for water and sewer services. This District will provide water and sewer services to the lot noted above.



Robert A. Perreault, Jr.  
District Manager

12-17-2018

Date

Plumas County  
Planning & Building Services

Attn: Carolyn

Dear Carolyn,

As per our phone conversation we wish  
to cancel the permit # 07-1249-B  
for a proposed home

486 61334 Ranch Rd

028-040-032 Lot 28

Also please reimburse for any  
Inspection Fees after voiding the permit.

Thank you,



Leon Anton Jonker

10220 N. Page

Presno, Ca  
93730



PLUMAS COUNTY BUILDING DEPARTMENT INSPECTION RECORD

Quincy Office: (530) 283-7011  
Inspection Request Line: (530) 283-6001

Chester Office: (530) 258-2108  
Inspection Request Line: (530) 258-2108

Please provide the following  
information when calling for inspection requests:

- Permit Number • Applicant Name • Address / Location
- Type of Inspection • Date Inspection Requested

*This card must be posted in a conspicuous place on the premises until final approval has been granted by the Building Official. The approved set of building plans must be on the job at all times. Projects must be inspected a maximum of 360 days between inspections.*

TYPE OF INSPECTION	DATE	INSPECTOR
MANDATORY APPROVALS		
OK to Pour Fng / Fnd.		
OK to Pour Slab		
OK to pour Stem Wall / BB		
OK to Cover Underfloor		
OK to Roof		
OK to Insulate		
OK to Sheetrock		
OK to cover Ungr. LPG Tank		
Final - LPG Appl. Orifice		
Encroachment		
Septic System Plot Plan		
Driveway		
Grading		

SEE REVERSE SIDE FOR MORE INFORMATION

TYPE OF INSPECTION	DATE	INSPECTOR	✓
PLOT PLAN			
1 Site Review			
2 Setbacks			
FOUNDATION			
3 Footings/Fnd.			
4 H.D.'s			
5 Stem Wall			
6 Lifts			
7 GRND Electrode			
8 Interior Piers			
9 Exterior Piers			
UNDERFLOOR			
10 Slab			
11 Girder - Underfloor			
12 Plumbing - w/Test			
13 Plumb.-Undslab w/Test			
14 Mechanical/Ducts			
15 Elect. - Underground			
16 Hydronics			
17 Load Path Blk's			
ROOFING			
18 Roof Nailing			
19 Ice Dam			

FINAL - Inspector certifying compliance with applicable codes and approved plans for final

INSPECTOR \_\_\_\_\_ DATE \_\_\_\_\_

07-01249-B Iss: 01/28/2009 QUINCY  
Exp: 01/29/2010  
JONKER, LEON ANTON & DEBORAH K.  
10220 N. PAGE

FRESNO, CA 93730

H=(559) 434-3225 B=(559) 432-4911

MALCOM DAWSON/CHRIS SMITH

2-STORY DWELLING, ATT. GAR., PORCHES & DECK

Site: 486 GRIZZLY RANCH ROAD

Loc: GRIZZLY RANCH

Lot:

APN: 028-040-032

SEE REVERSE SIDE FOR MORE INFORMATION

TYPE OF INSPECTION	DATE	INSPECTOR	✓
FRAMING			
20 Interior Shear / Bracing			
21 Exterior Shear / Bracing			
22 Framing			
23 Trusses / Rafters			
24 Ventilation			
25 H <sub>2</sub> O Supply			
26 DWV			
27 Topout			
28 Hot Mop / Shower Pans			
29 Gas Piping			
30 Gas Test (Int.)			
31 Gas Test (Ext.)			
32 Water Heater			
33 GFCI			
34 Rough Electric			
35 Bonding			
36 Main Panel			
37 Sub Panel			
38 Ductwork			
39 Vents / Flues			
40 HVAC Unit			
41 Wall Heater			
42 Fireplace / Throat			
43 Woodstove			
44 Gas Stove			
45 Oil Stove			
46 Other			
INSULATION			
47 Floor R			
48 Wall R			
49 Ceiling R			
50 Blown Cert. Req'd.			
DRYWALL / FIREWALL			
UTILITIES			
52 Temp. Pwr/GFCI amp			
53 Perm. Pwr/Polarity amp			
54 Gas Service LP			

PERMIT #: 07-1249

NAME: JONKER

VOID  
Project not commenced.



2

**Discussion Paper:**  
**Briefing on the Alliance for Workforce Development, Inc. operations in  
Plumas County**

1. **Purpose:** It is with pleasure that I take this opportunity to update you on the activities at the Plumas Business and Career Network (BCN), your local One-Stop Employment Center. Our mission is to serve as a common point of access for job seekers, employers and community members for the purpose of education, training, employment, referral and supportive services.

2. **Discussion:** Alliance for Workforce Development, Inc. (AFWD) continues to provide services using the business first philosophy, as embraced by the Northern California Rural Training and Employment Consortium, NoRTEC. The business first approach places the highest priority on serving the human resource needs of small businesses.

We are seeing signs of improvement in the unemployment rate. The most recently published data shows the unemployment rate for Plumas County at 14.9%, which is a 6% decrease from April 2011.

The AFWD Board of Directors, along with the Leadership Team, initiated a branding and name change for the One Stop Employment Centers operated by AFWD. Prior to the name change, each of the four (4) One Stop Employment Centers were each named something different. The Board of Directors felt it was important to have consistency throughout AFWD's service area and to incorporate the business first philosophy into a name. As of June 1<sup>st</sup>, the centers are called Business and Career Network.

It is important to note, the corporate name, Alliance for Workforce Development, Inc., did not change.



One Stop Customers July 1, 2010 – June 30, 2011: A total of 6,717 individuals utilized the many services available through the Business and Career Network. We also provided 212 businesses with a range of services that included business retention, expansion, employee recruitment, layoff assistance and human resource support. A total of 1,004 services were provided to the 212 businesses, which represents an average of 4.5 visits per business.

The staff at the Business and Career Network(BCN) assisted 244 enrolled clients. The enrolled clients must meet Department of Labor eligibility guidelines for services. A total of \$141,085 was spent on client expenses.

Plumas County Economic Development Grant: We are currently on track to provide “economic gardening” trainings to Plumas County businesses in September. There will be three (3) trainings focused on helping businesses grow, increase sales and profits and create jobs. The trainings include:

1. Try It, You'll Like It: Bookkeeping and QuickBooks
  - a. Addressing the importance of a good quality accounting system
  - b. Do's and Don'ts
  - c. How QuickBooks can be your friend
2. Increase those Profits: Financial Reports Made Easy
  - a. Understanding financial reports and which ones are most important for your business
  - b. How can financial reports open up windows for more profitable operations
3. From the Horse's Mouth: Learn from the Pros
  - a. A moderated discussion of a panel of experienced business owners on succeeding in a rural economy, tips for growing, how to cope with the slowing economy, how to get more to the bottom line.

To date, we have worked with 64 businesses to gain access to market information, commercialization of products, new technology and financing to maximize opportunities for business expansion and diversification. Our goal was fifty (50). AFWD committed to producing a strategic and purposeful action plan that is achieving results for Plumas County businesses.

Specific data related to jobs created and/or retained will be presented during our final report later this year.

Rural Microenterprise Assistance Program (RMAP) Grant: Over the course of the past three months, AFWD fully implemented the RMAP grant in Plumas County. Extensive research was conducted to ensure we were meeting the needs of business. Survey Monkey tools were utilized to outreach to businesses, in addition to engaging the local chambers of commerce, to properly identify the business needs. As a result, the following workshops were provided:

1. Marketing and Advertising – 21 businesses attended
2. Business Planning and Financial Analysis – 20 businesses attended
3. Website Development – 23 businesses attended

Survey results regarding business activity, technical assistance requested and type of businesses are included with this report. Overall this program was a great success and well received by the business community. Follow up and one on one mentoring will continue through August.

On the Job Training and Internship Programs: AFWD is currently supporting businesses in the county by reimbursing between 75% and 90% of employees' wages for a period of up to 26 weeks. These employers also work with the Business Services Team to develop a thorough training plan for the employees. Our staff members maintain close relationships with these businesses and employees throughout this training period. Many of these OJT positions have been made possible due to a National Emergency Grant recently received by AFWD. Since April 2011, \$35,855 has been reimbursed to participating businesses, with another \$21,815 expected to be reimbursed through October 2011.

The Internship program assists the business and employee by providing an opportunity to learn work specific skills. Unlike the OJT program, the wages are 100% provided by AFWD. There are specific eligibility requirements for this program, which limit the number of internships sponsored by AFWD. We are currently working with one business and expect to provide \$9,175 in wages.

Business Highlight: Over the course of the past 18 months, AFWD along with Plumas County Community Development Commission and Plumas Corp., worked with James Lutch of Simple Fuels. Together we worked with James to restructure his CDBG loan and provide access to other opportunities to market his product outside of Plumas County.

Through the grants and programs operated by AFWD, Simple Fuels gained access to funding streams and networked with other biodiesel producers to expand their market beyond Plumas County. Attached is a Business Assistance Report highlighting some of the services Simple Fuels has received from AFWD.

Conclusion: Looking forward, we will continue to provide valuable services to Plumas County businesses. We will also continue to assist the job seekers with the wide array of job seeking tools available and to the extent financially feasible, with skills upgrades, on-the-job training, classroom training, customized training and internet-based training.

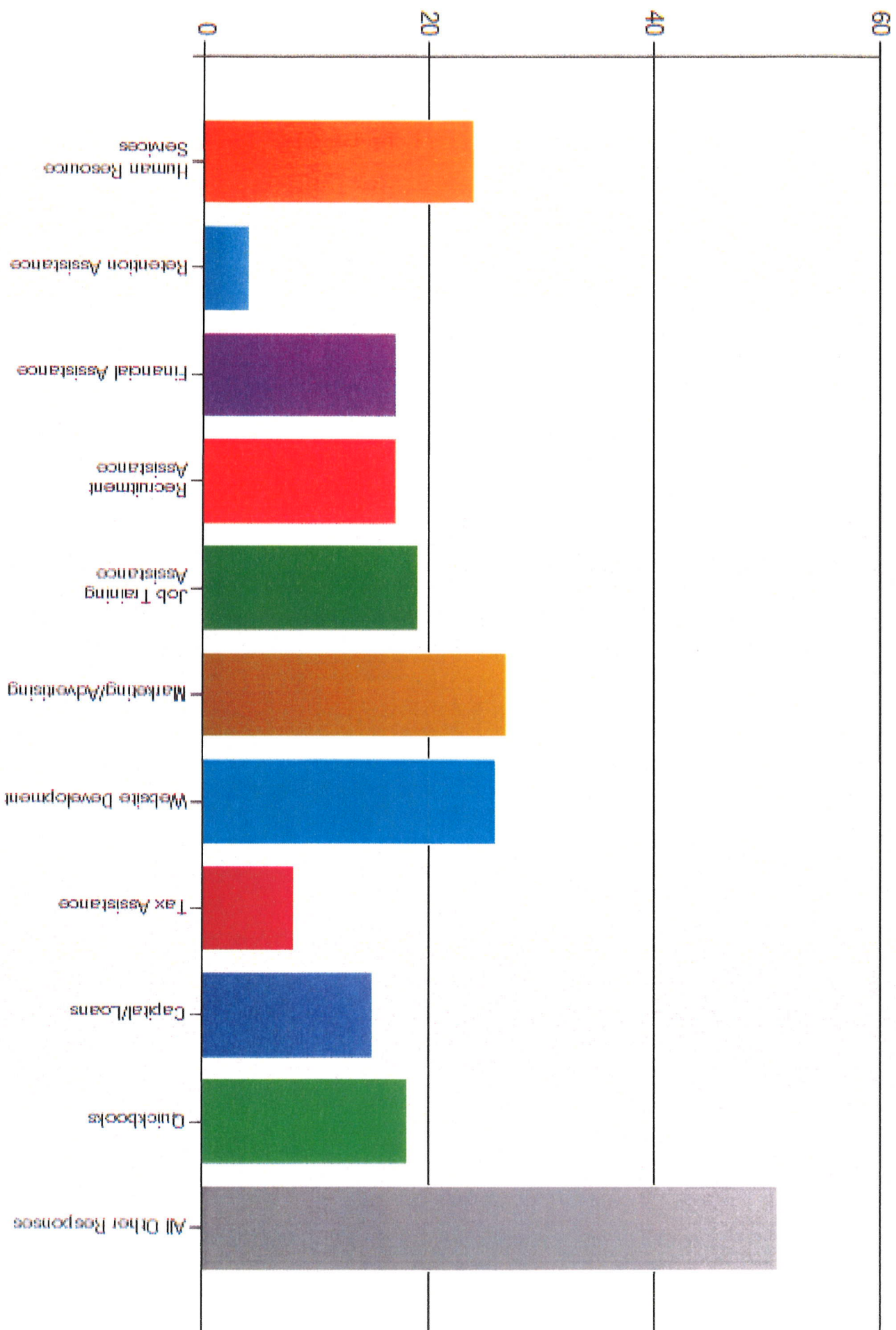
For more specific information about the activities of the Business and Career Network, please visit our website, [www.aworkforce.org](http://www.aworkforce.org) and click on Community Coordinator reports. Here you will find quarterly reports for each of AFWD's county operations.

If you have any questions or comments, please feel free to contact me at 283-1606.

Thank You for your Time.

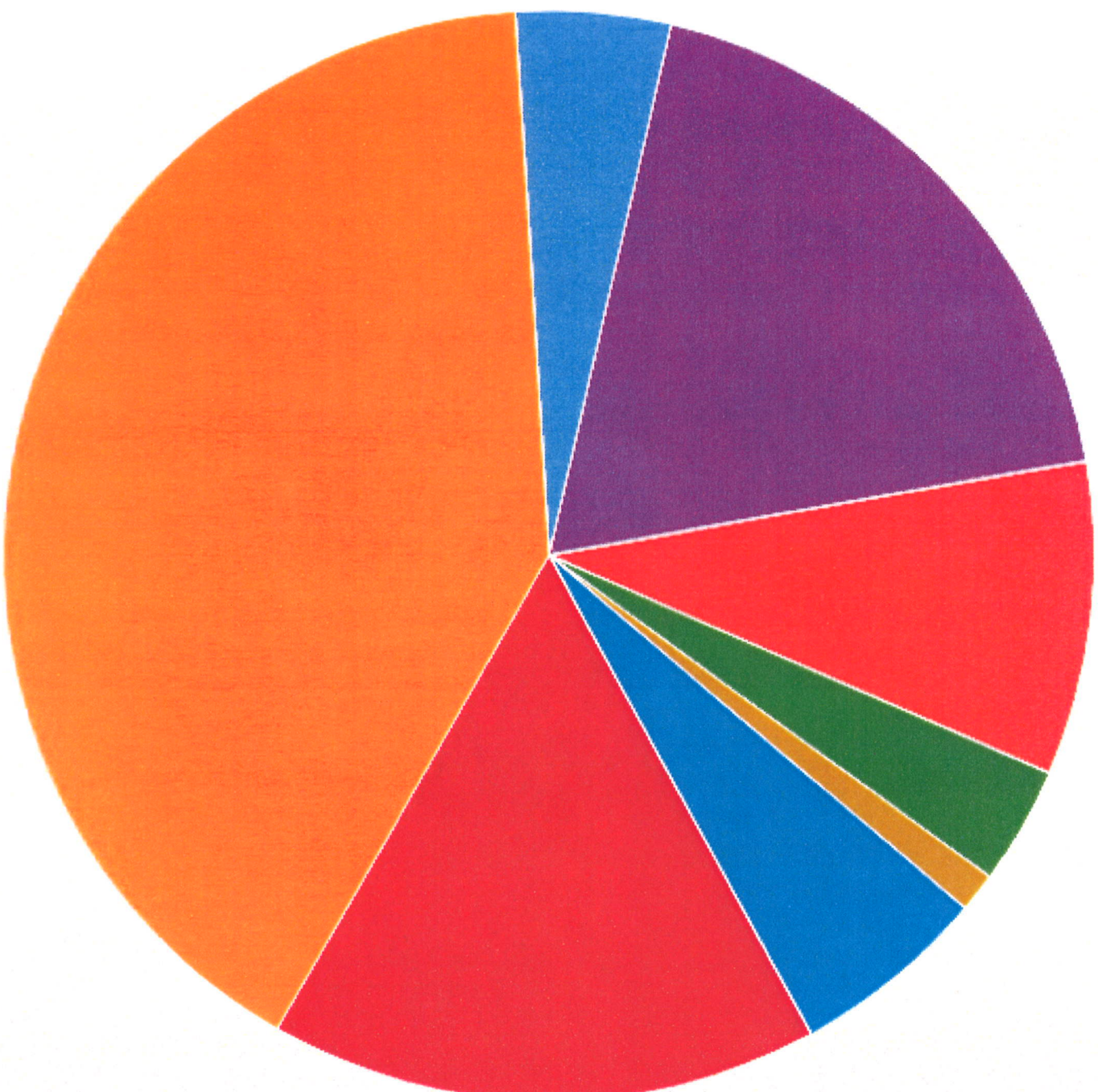


**Which of the following technical assistance provided by AFWD would be helpful to your business? Mark all that apply.**





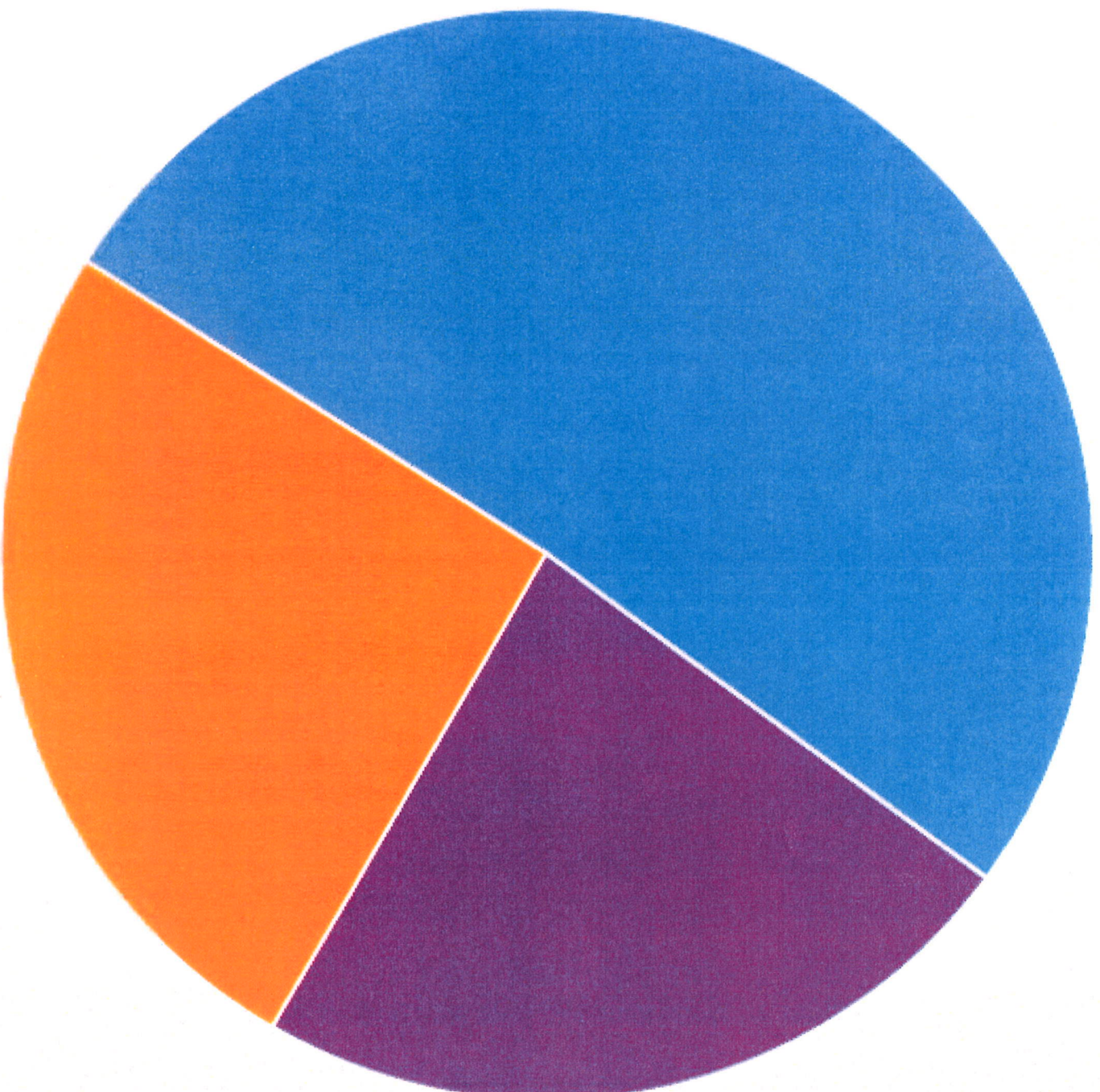
Type of Business ?



- Service
- Manufacturing
- Retail
- Hospitality
- Health Care
- Agriculture
- Construction
- Public Agency



**Level of business activity in the last 12 months? Mark one.**



Declining business  
activity (less clients, fewer  
sales, less income)

Maintaining business  
activity (same level of  
business, fairly steady)

Growing business activity  
(business is expanding)



## Simple Fuels Biodiesel



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

93232 Highway 70

Chilcoot, CA 96105

(530) 993-6003

James Lutch

President

admin@simplefuels.com

### Company Description

Simple Fuels is a Northern California biodiesel producer, using locally sourced waste vegetable oil to create biodiesel fuel. The company is located in Sierra Valley near the town of Chilcoot, CA.

Simple Fuels is a member of the [National Biodiesel Board](#) and only sells biodiesel meeting the ASTM D6751 standard, and Biodiesel blends meeting both ASTM D6751 and ASTM D975 standards. They have Biodiesel available for delivery in Northern California and Northern Nevada.

### Company Challenge

Simple Fuels required assistance with growth management, marketing and sales and provision of staff training for new employees.

### Assistance Provided

AFWD has provided the following assistance:-

- Youth work experience in the summer of 2009
- Six months of On the Job Training for an employee hired as a wash technician in December 2010
- Six months of On the Job Training for an employee hired as a mechanic/plant technician in March 2011
- Five months of On the Job Training for an employee hired as a wash technician in May 2011
- Support with HR issues including California Labor Law questions
- In collaboration with Chabin Concepts, support from a marketing professional to expand the company's client base
- Consultation on the RFP bidding process
- Register with the Federal and State Government for bidding purposes

### Outcome

With the support of AFWD Simple Fuels has:-

- Expanded its market throughout Northern California and Northern Nevada
- Increased its list of grease suppliers
- Through the OJT program Simple Fuels has been able to train three new employees to the specific needs of the company
- This has also allowed the company to grow, resulting in the hire of a further four new employees

### Quote

James Lutch, President of Simple Fuels, has reported that through the OJT program he has been released from tasks that his employees can now perform. They have taken over much of the daily operation and maintenance of the plant thus releasing him to concentrate on developing and expanding the business. He has had the necessary time to increase the company's client base and grease suppliers due to the success of this training program. He is quoted as saying that, "with the help of AFWD I now have a workforce of 8 employees compared to just myself at the beginning of the OJT program".





**NORTHERN CALIFORNIA EMS, INC.**

457 Knollcrest Drive, Suite 120, Redding, CA 96002  
Phone: (530) 229-3979 Fax: (530) 229-3984

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June 23, 2011

Terry Swofford  
Plumas County Board of Supervisors  
520 Main St – Room 309  
Quincy, CA 95971

Jack Ingstad, CEO  
Plumas County  
520 Main St – Room 309  
Quincy, CA 95971

Dear Terry and Jack:

At the last Nor-Cal EMS Board of Directors' meeting, action was taken to amend the bylaws to permit an alternate to the Supervisors representative from each county. There is currently a supervisor representative from each of the six contracting counties. The amendment further allows the alternate to be someone other than a supervisor. This subject came about as a result of periodic conflicts with certain supervisor related meetings.

I am requesting that you take this matter to the Plumas County Board of Supervisors for appointment of an alternate director. Please also notify this office of the decision so the individual can be placed on our mailing list.

Thank you for your help.

Sincerely,

Dan Spiess  
Chief Executive Officer

DS:kvd

# **PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**

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## **MEMORANDUM**

**To: Board of Supervisors**  
**From: Brian Morris**  
**Date: July 1, 2011**  
**Re: San Joaquin Valley Water Reliability Act – H.R. 1837**

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As mentioned in previous Board meetings, Congressman David Nunes has introduced H.R. 1837, the San Joaquin Valley Water Reliability Act. Among other things, the bill exempts the State Water Project and the federal Central Valley Project from compliance with the federal and state endangered species laws as long the projects are operated in accordance with the 1994 Delta Framework.

However, the 1994 Delta Framework is substantially outdated and generally regarded as being insufficient to stabilize and recover threatened and endangered species. The result of the bill is that other upstream water users will be required to contribute more water to improve conditions in the Delta. Effectively, the state and federal water projects, which generally hold more junior water rights, move to the front of the line in using water from the entire Central Valley watershed.

Congressman McClintock's Water and Power Subcommittee has conducted two hearings on the bill, which is being opposed by the Obama Administration, the Brown Administration, Senators Feinstein and Boxer, and Congressmen Herger, Lundgren, Miller, and Garamendi. There have also been reports of bi-partisan opposition from other western states due to the bill's preemption of state authority over water rights, an area that has traditionally been afforded great deference by Congress.

At the conclusion of Congressman McClintock's second hearing, the Congressman stated that he will not support any legislation that has an adverse impact on upstream water rights. There are reports of possible amendments to the bill to attempt to address upstream concerns, but no tenable proposals have been advanced.

**Recommendation: That the Board approve a letter to Congressman McClintock expressing the County's concerns with the legislation and letters to Senator Feinstein and Congressman Herger thanking them for their opposition and reiterating our commitment to helping fix the Delta through the restoration and management of forest watersheds.**

July 12, 2011

The Honorable Tom McClintock  
Chairman, Subcommittee on Water and Power  
Committee on Natural Resources  
U.S. House of Representatives  
428 Cannon House Office Building  
Washington, D.C. 20515

**Re: H.R. 1837 – San Joaquin Valley Water Reliability Act**

Dear Mr. Chairman:

We are writing on behalf of the County of Plumas and our local water users to emphasize the concerns that have been raised regarding H.R. 1837 and federal preemption of state water rights authority and long-standing water rights priorities.

Along with the proposals to construct the State Water Project and the Central Valley Project came promises that state water rights priorities would be honored, including recognized senior water rights and latent area of origin rights. However, H.R. 1837 will shelter the CVP and SWP from the application of the federal and state endangered species laws, and the burden to comply with those laws and protect and recover threatened and endangered species will be shifted entirely to other water users. In doing so, H.R. 1837 eviscerates the promises that were made to Northern California water users and moves the junior water rights of the state and federal water projects to the front of the line.

H.R. 1837 also threatens to initiate a chain reaction of regulatory actions and lawsuits with utterly unpredictable consequences. After decades of attempts to find an effective and sustainable Delta solution, H.R. 1837 will only entangle current efforts as agencies and courts attempt to reconcile the mandates of the bill with existing federal and state laws addressing endangered species, water quality, and environmental review processes.

As chairman of the Water and Power Subcommittee, we hope you will do everything in your power to ensure that H.R. 1837 does not move forward.

Sincerely,

Lori Simpson  
Chair, Board of Supervisors

July 12, 2011

The Honorable Dianne Feinstein  
United States Senate  
331 Hart Senate Office Building  
Washington, D.C. 20510

**Re: H.R. 1837 – San Joaquin Valley Water Reliability Act**

Dear Senator Feinstein:

We are writing to express our appreciation for your opposition to H.R. 1837, the so-called San Joaquin Valley Water Reliability Act.

H.R. 1837 threatens to preempt long-respected state authority in the area of water rights and to initiate a chain reaction of regulatory actions and lawsuits with utterly unpredictable consequences. After decades of attempts to find an effective and sustainable Delta solution, H.R. 1837 will only entangle current efforts as agencies and courts attempt to reconcile the mandates of the bill with existing federal and state laws addressing endangered species, water quality, and environmental review processes.

We continue to support thoughtful, scientific, and comprehensive solutions to California's watershed management and water supply challenges. Despite the incomplete success of the CalFED process in achieving its larger objectives, its Watershed Program was its most highly acclaimed accomplishment. Similarly, the watershed program and forest management prescriptions of the Herger-Feinstein Quincy Library Group pilot project have demonstrated their success where they have been given the opportunity to be implemented.

As debate continues over water supply reliability through approaches such as H.R. 1837, the Bay-Delta Conservation Plan, and the 2012 water bond, we continue to look to the opportunities in the Sierra Nevada to reverse trends of diminishing runoff and groundwater storage. In the Feather River watershed alone, PG&E data and analysis show that the average annual runoff has declined by 400,000 acre-feet over the past 50 years, despite relatively constant levels of precipitation. Over that same period of time, April 1 snowpack in the Lake Almanor Basin has declined by 59 percent.

With the water world so greatly focused on Delta-centric problems and solutions, we hope you will continue to keep in mind the forest and watershed management actions that can still be taken in the Sierra. For every additional 100,000 acre-feet of water that we can contribute to the

Sacramento-San Joaquin system through the restoration of our forests and natural infrastructure, the ultimate Delta solution comes one large step closer.

From the San Joaquin River to the northern Sierra Nevada forests and elsewhere, we continue to express our gratitude for your leadership in addressing these difficult water and natural resource issues.

Sincerely,

Lori Simpson  
Chair, Board of Supervisors

# PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

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## MEMORANDUM

**To:** Board of Supervisors  
**From:** Brian Morris  
**Date:** July 1, 2011  
**Re:** MOA Between California Counties, Forest Service, and BLM

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Attached, for review by the Board, is a proposed memorandum of agreement (MOA) between the Forest Service, Bureau of Land Management, and California counties containing federal lands managed by either agency.

The MOA is partially a response to local governments' renewed efforts in recent years to enforce the "coordination" requirements of the federal land management laws. The MOA commits the federal agencies to communicate with local agencies and undertake analysis of local plans and priorities in making agency decisions. In the case of the Forest Service, the MOA expands coordination beyond what is expressly required by current regulations. In that sense, the MOA represents a concession to local agencies that have long argued that broader Forest Service coordination is already a legal requirement.

At the same time, it is important to ensure the MOA does not undermine the regulations that specifically address Forest Service coordination with local agencies during the amendment or revision of Land and Resource Management Plans (the "forest plan" for each National Forest). Not all of the regulatory requirements for revising forest plans are included in the MOA, and it should be made clear that the MOA does not relieve the Forest Service of any of its legal obligations.

The MOA has been distributed to the Coordinating Council for review and will be discussed at a meeting on July 8. Any recommendations from the Coordinating Council will be forwarded promptly for the Board's consideration.

RCRC has requested comments on the MOA by July 15.

**Recommendation: That the Board consider any recommendations forwarded by the Coordinating Council regarding comments on and revisions to the MOA.**

MEMORANDUM OF AGREEMENT (MOA)  
AMONG  
CALIFORNIA, USDI BUREAU OF LAND MANAGEMENT,  
USDA FOREST SERVICE  
AND THE  
CALIFORNIA STATE ASSOCIATION OF COUNTIES and  
REGIONAL COUNCIL OF RURAL COUNTIES,  
REPRESENTING CALIFORNIA COUNTY GOVERNING BODIES

Definitions. As used in this MOA, the following terms shall be defined as stated below:

“CSAC” means California State Association of Counties.

“RCRC” means Regional Council of Rural Counties.

“County” means a county in California that has a national forest or public land administered by the USDA Forest Service or the Bureau of Land Management within its boundary, and that elects to participate in this MOA.

“USFS” means Region Five, USDA Forest Service, and that part of Region Four including its National Forests in California.

“BLM” means California, USDI Bureau of Land Management, including its Districts and Field Offices in California.

Preface:

1. The USFS and BLM, under the laws of Congress, executive orders, and federal regulations are responsible for the management of the federal public lands, national forests and their resources. The USFS and BLM have a responsibility to sustain the health, diversity, and productivity of these federal public lands and national forests for the use and enjoyment of present and future generations.

2. CSAC and RCRC represent all of California’s 58 counties, which encompass large amounts of federally held land. CSAC and RCRC work with federal and state governments and other stakeholders to improve the ability of county governments to serve California’s citizens efficiently and effectively.

Statement of Purpose:

The USFS, BLM, and counties share a long partnership in the management of federal public lands and national forests in California. The purpose of this MOA is to help improve interagency relationships by facilitating early and frequent communication between the defined federal agencies and counties to foster a more

productive partnership that results in positive land management decisions for all parties.

Specifically, this MOA is intended to establish enhanced mutual communication between the USFS, BLM, and county governing bodies to assure consistency in process and outcomes among all parties. This regular, consistent communication is intended to build positive working relationships; maximize trust; minimize misunderstanding and potential conflicts; and produce actions that result in better conclusions for California, thereby enhancing community support for those actions.

It is agreed that with the implementation of this MOA:

- a. The governing body of each county that chooses to participate in this MOA shall designate a county contact for the USFS and BLM. This contact can be a "position" such as "County Planner," rather than a specific individual. This agreement is only in effect for counties that choose to participate by officially designating a county contact.
- b. The USFS Regional Forester shall designate a USFS contact for each participating county. This contact can be a "position" rather than a specific individual.
- c. The BLM State Director shall designate a BLM contact for each participating county. This contact can be a "position" rather than a specific individual.
- d. After these designations have been finalized, within each county the designees from each entity shall convene a meeting at the request of either entity to discuss the MOA, and the process by which it will be implemented in that county.
- e. This MOA is a beginning point and individual counties and federal agencies may agree to additional processes and norms that will enhance their communications and understanding of each other's work and be effective in their particular area.
- f. The USFS Regional Forester or BLM State Director and county governing bodies shall convene to discuss and resolve issues related to overall land management in California as needed.

**I. THE USFS and BLM SHALL:**

- A. Include the County in any planning processes to assure that the County's plans and policies are considered throughout the process
- B. Request the participation of the County in any planning process before public scoping. The federal managers will mail an updated list of potential projects to the County designated contact. County participation at this stage provides the opportunity for county concerns and ideas to be accommodated in the development of the project description prior to public scoping. Such notification shall be to the



designated key county contact, who will advise the key federal contact regarding desired County participation in such planning activities.

C. Understand that county plans and other adopted policies reflect the objectives of the Board of Supervisors on behalf of the residents of the County.

D. Meet with the County Board of Supervisors on an agreed upon time frame to update and confer with the County on upcoming programs, projects and other matters of interest.

E. Meet with the County at their request.

F. The federal agencies will evaluate written comments from the County regarding how project proposals affect county plans and other adopted policies, and where consistent with federal laws, regulations, policies and agencies objectives, make every effort to make their decisions consistent with the identified county plans and other adopted policies. If the federal manager's decision is not consistent with identified county plans and other adopted policies, then the manager will notify the county and document in writing how they considered county plans and other adopted policies and input, and why they could not achieve consistency.

## **II. THE COUNTY SHALL:**

A. Participate in requests for involvement at the earliest possible time, preferably before public scoping and identify concerns, needs and relevant county plans and other adopted policies in writing.

B. Within the County's constraints, make available staff support at the federal managers' request to enhance the agencies' interdisciplinary capability as a partner.

C. Provide written interpretations of germane sections of county plans and other adopted policies when the County thinks a proposed project is inconsistent.

D. The County will endeavor to provide written feedback with sufficient specificity that the federal managers are able to respond with particularity. Additionally, the County will attempt to provide alternative approaches to proposed projects.

E. Meet with the federal agencies at their request.

F. Request the participation of the federal managers in any county planning process relevant to the federal agencies, and consider written information received from the BLM or USFS during County land-use and project planning decisions.

G. Make every effort, consistent with state and county plans, policies, laws, regulations, agency goals, to harmonize county land-use planning decisions with current USFS and BLM plans and regulations regarding lands managed by USFS and BLM within the county boundaries.

### Limitations:

The USFS, BLM, and county governing bodies recognize that this MOA is not intended to replace presently existing lines of communications or alter existing required communications, such as communications made pursuant to state or federal statutes or regulations, Resource Advisory Committees, federal or county

workgroups, and informal or formal policy meetings between the USFS or BLM, and CSAC, RCRC, or an individual county.

Nothing in this MOA shall require the USFS, BLM, CSAC, RCRC or an individual county to violate or ignore any laws, rules, directives, or other legal requirements imposed by state or federal law.

This MOA is adopted to enhance communication and working relationships between the USFS, BLM, and counties. It does not create any other right, benefit, or responsibility, enforceable by any party against the USFS, BLM, CSAC, RCRC or county governing bodies, their agencies, officers, employees or any other person.

This MOA becomes effective <Date TBD> upon signature of all parties.

This MOA is expected to continue for five years, after which it will automatically renew for additional five year terms, unless canceled according to the termination clause.

This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the agencies under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the agencies or the counties from participating in similar activities with other public or private agencies, organizations, and individuals.

TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time.

ESTABLISHMENT OF RESPONSIBILITY. This MOA is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural,

enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

**AUTHORIZED REPRESENTATIVES:** By signature below, the signatory certifies that the individuals listed in this document as representatives of the signatory are authorized to act in their respective areas for matters related to the development of this agreement.

Signatories for this MOA are:

USDA-Forest Service, Pacific Southwest Region-Randy Moore

California Bureau of Land Management-Jim Abbott

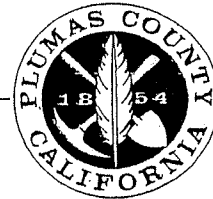
CSAC-Paul McIntosh

RCRC-Greg Norton

DRAFT

# DEPARTMENT OF PUBLIC WORKS

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



ROBERT A. PERREAULT Jr.  
DIRECTOR

MARTIN BYRNE  
ASST. DIRECTOR

JOE BLACKWELL  
DEPUTY DIRECTOR

## AGENDA REQUEST

Date: July 1, 2012

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading 'Robert A. Perreault Jr.', is written over the 'From:' line.

Subject: Agenda Request for the July 12, 2011 Meeting of the  
Plumas County Board of Supervisors:

- A. Status Report by the Department of Public Works pertaining to the ongoing negotiations with the solid waste franchise contractors in regard to the replacement franchise contracts; discussion, possible action and/or direction to staff.

### **Background and Information:**

At the June 21<sup>st</sup> meeting of the Board of Supervisors, Public Works staff stated that it would routinely report back to the Board of Supervisors until the negotiations with the franchise were complete or approaching completion. On July 12, 2011, Public Works staff will make submit its next status report to the Board of Supervisors.

### **Recommendation by Public Works:**

None, as of the submittal of this Agenda Request.



Joe Wilson  
Director

## DEPARTMENT OF FACILITY SERVICES

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

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



DATE: June 9<sup>th</sup>, 2011

TO: Honorable Board of Supervisors

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

Subject: Presentation and Acceptance of the ADA Transition Plan Update

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### Background

In 2008 recognizing the need for Plumas County to attain compliance with the ADA, the Board of Supervisors executed a contract with Gilda Puente Peters Architects to update the County's ADA Transition Plan.

The Consultants performed a comprehensive code review of 29 County facilities, 10 miles of pedestrian way, and all County communications and programs. The Consultant then provided recommendations as to the program and architectural modifications needed to achieve compliance with this 20 year old civil rights law.

The resulting data was then prioritized by type of facility, type of use, and the demographics of the average user. There were a total of 6 community meetings held to receive input and "buy in" from the disabled community.

This Transition plan is a living document that County staff and the Board can adjust as fiscal circumstances change. The resulting product presented today is the County's first step in achieving ADA compliance. Much of the work that is spelled out in the plan will be performed by County staff at a substantially reduced cost. It should be noted that the total cost presented is an estimate based on current construction costs and current material costs.

An Executive Summary is attached that explains the history and methodology behind the preparation of the Plan.

### Recommendation

Approve and accept the Plan as presented.

PLUMAS COUNTY ACCESSIBILITY SURVEY, ADA TRANSITION PLAN,  
SELF-EVALUATION AND TRAINING PROGRAM

Plumas County has prepared the ADA Transition Plan and Self-evaluation in an effort to comply with the Federal and State accessibility codes and regulations including the Americans with Disabilities Act and the California Code of Regulations Title 24.

This Project is part of the County's ongoing efforts to insure that the County's programs, services and activities are accessible to persons with disabilities and all County facility users.

In 2008 the County contracted with an independent Accessibility Consultant, Gilda Puente-Peters Architects (GPPA), *Universal Design Specialists*, to assist the County in preparing the ADA Transition Plan, to evaluate county facilities as well as public rights-of-way in order to determine physical barriers that impede program access to its facilities, programs, services, and activities.

The ADA Transition Plan and Self-evaluation process took approximately three and one-half years. This project was an interactive process between County staff members, the Accessibility Consultant, and members of the public including persons with disabilities.

An architectural survey was completed on 29 different County facilities. The architectural survey identified numerous structural barriers to access, but it is important to note that **not all structural barriers need to be eliminated for the County to comply with the ADA** and similar laws. Title II of the ADA requires County governments to ensure that all of their **programs, services, and activities, are accessible to people with disabilities.**

Program access under Title II is intended to eliminate physical barriers to County services, programs, and activities, but it generally **does not require** that a County government make each facility, or each part of a facility, accessible. Program accessibility may be achieved in a variety of ways. County governments may choose to make structural changes to existing facilities to achieve access. But County governments can also choose to pursue alternatives to structural changes to achieve program accessibility. The County may change the priority of projects listed in the Transition Plan based on its ability to make programs services and activities accessible in other ways. As programs and facilities change, the plan will be able to be modified. The ADA Transition Plan is a living document, that is, one which needs to be monitored and maintained.

The surveys resulted in 1,069 pages of report data identifying access barriers. The surveys were analyzed and then categorized and prioritized for the facilities within each type, according to different criteria such as type of public use, condition of the facility, location within the County, importance and nature of the programs, services and activities offered. The goal of the Transition Plan prioritization is to provide program accessibility to the facilities where the most important type of programs and services for persons with disabilities take place, accessibility to the facilities that have high public use, and to the



least accessible facilities in the most cost effective manner. A total of 5 public meetings were held where input was received from the disabled community as to what the priorities should be. This prioritization is needed since most public entities need to do a phased implementation of barrier removal due to fiscal realities. Plumas County is no exception.

As a result of this Project, the County has detailed Accessibility Surveys for 29 County facilities located in 5 cities/towns, as well as a public right-of-way survey for 9.74 miles of county sidewalks and curb ramps in Quincy, Greenville and Chester. These buildings and facility accessibility survey reports should be used when remodel or alteration projects occur within these County facilities.

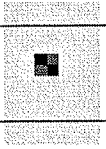
The Project Team then developed a complete ADA Transition Plan, which analyzed and prioritized the survey results, and most importantly, provided a general budget and schedule for implementation. The County, within the yearly budgeting process, may revisit the priorities set in the ADA Transition Plan, to insure that they reflect current community and County needs.

The County's **ADA Transition Plan** total probable construction costs are divided into two major categories: 1) Public Right-of-Way (PROW) and 2) Buildings and Facilities as follows:

ADA Transition Plan	Construction Cost
Grand Total PROW ADA Transition Plan Cost	\$ 3,121,697
Grand Total Buildings and Facilities ADA Transition Plan Cost	\$ 5,312,771
<b>Grand Total ADA Transition Plan</b>	<b>\$ 8,434,468</b>

The Project's priority setting process and analysis of code-allowed exemptions resulted in a significant reduction of costs for accessibility compliance. When comparing the initial survey reports total cost for PROW, buildings and facilities, which is \$ 9,529,054, and the final ADA Transition Plan cost, which is \$8,434,468, the construction cost savings is \$ 1,094,586, while still providing compliant program access to all County services.

The Transition Plan grand total cost can only be accomplished by the County by implementing it over a twenty year period, with higher priority items being accomplished first. For realistic planning, a yearly inflation factor of 3.0% is included in the Barrier Removal Implementation Schedule budgeting figures. The Schedule shows that the County is projected to spend a total of \$ 11,330,138 on improving accessibility over the



next twenty years. Some of this cost, especially the public right-of-way items will be folded into road reconstruction projects and other maintenance projects.

**Through this Project, the County also developed:**

- A new County Accessibility Compliance Structure organization chart, making the Department Heads responsible for implementation of the ADA Transition Plan and overall access compliance in their own departments. The County Administrative Officer Jack Ingstad is the overall individual responsible to implement the Transition Plan and Joe Wilson is the County ADA Coordinator.
- A Self-evaluation, providing recommendations to improve current policies, practices and procedures to insure non-discriminatory practices.
- A new County Accessible Website including an Accessibility Section with newly developed policies, notices, grievance procedures and forms to improve the County's overall compliance with the ADA.

County staff received trainings in access general awareness as well as detailed technical outdoor/public right-of-way, Self-evaluation and Program Accessibility.

**The ADA Transition Plan also includes recommendations for:**

- Implementation and monitoring of the barrier removal accomplished every year.
- Revitalization of the Plumas County Accessibility Advisory Committee.
- Ongoing staff training on new County accessibility policies, tools and interim solutions for persons with disabilities, as well as code changes.

Due to the lengthy implementation process, it is critical that the County continues to provide interim solutions and accommodations as needed to persons with disabilities to insure program accessibility under the ADA.

This Project is the result of over three years work by the Project Team. This Project has been accomplished with the active participation of County staff in all aspects of the process and with input from the Community through public outreach meetings. This Plan as presented is the first step to ensuring that Plumas County is compliant with both Federal and State laws. More importantly with implementation of this new Transition Plan, Plumas County will be providing equal access to its programs, facilities and services to all members of the community.



# BOARD OF SUPERVISORS

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



July 12, 2011

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

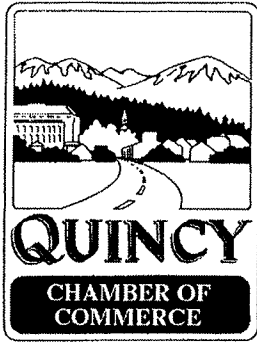
Subject: Encroachment Permit Request

The following community events have Board approval for Encroachment Permits for parades or banners encroaching on any State Highway or County Road.

**PLUMAS COUNTY FAIR PARADE  
SATURDAY, AUGUST 13, 2011  
AT 10:30 A.M. IN QUINCY, CA**

Thank you,

Lori Simpson, Chair  
Plumas County Board of Supervisors



## *Heart of the Feather River Country*

464 WEST MAIN STREET•QUINCY, CALIFORNIA 95971 (530)283-0188  
FAX (530)283-5864•EMAIL: [quincychamber@yahoo.com](mailto:quincychamber@yahoo.com). [www.quincychamber.com](http://www.quincychamber.com)

June 29, 2011

Plumas County Board of Supervisors  
520 Main Street  
Quincy, California 95971

RE: 66<sup>th</sup> Plumas Sierra County Fair Parade  
Saturday, August 13, 2011 at 10:30 am

Honorable Plumas County Supervisors,

This letter is to notify your office that the Plumas County Fair Parade will take place at 10:30 a.m. on Saturday, August 13, 2011.

The parade will follow its traditional route as outlined on the enclosed map, the staging area for participants is highlighted in green and the actual parade route is highlighted in yellow. The parade will travel along the same route as last year.

We respectfully request that you provide our office with a letter stating that you have been notified.

Your letter will accompany our request for a permit from CAL TRANS.

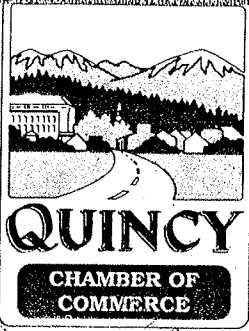
Please contact me if you have any questions or need any additional information.

Respectfully,

Nanci Luce  
Fair Parade Coordinator  
Quincy Chamber of Commerce

# Garner Field - County Airport

Latitude: 32°56'22.80" N 120°56'48.8" W  
 Longitude: 32°56'22.80" N 120°56'48.8" W  
 Elevation: 3415 ft / 1041 m (ASPH) #1  
 Vertical: 172' / 52.3 m  
 GRAF: 1227 UNICOM: 122.7



464 WEST MAIN STREET • QUINCY, CALIFORNIA 95971 (530) 283-0188

FAX (530) 283-5864 • EMAIL: office@quincychamber.com • www.quincychamber.com

To East Quincy  
 (see map pages  
 4 and 25)

- D REGISTRATION DESK  
 Plumas Christian School on So. Linden
- E FLOATS-NOVELTY-WALKING-BICYCLES-TRUCKS  
 Along Central Ave.
- F AUTOMOBILES  
 Feather River Health Center Parking Lot on Central St.
- G HORSE ENTRIES  
 Jackson Street - along dirt shoulder

## Stack A EMERGENCY VEHICLES

Foley's Auto Service, 60 Main Street  
Do not park on grass area!

## B BANDS

Plumas Bank on So. Linden Ave.

## C GRAND MARSHALL/DIGNITARIES VEHICLES

So. Linden Ave.

Bike Path  
 Crescent Street (Hwy 70/89)

Bike Path

Raw Ct.

Leonard Ave.

Plumas Ave.

Fire Station

Plumas Way

W. Main Street

Swingle Way

Lawrence Street

POST OFFICE

Church St.

Church St.

Cloman St.

Roche Ave.

Hogan Alley

East St.

Quincy Junior/Senior High School

Shopping Center

Circle Dr

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5B1

PLUMAS COUNTY CLERK

Recorder (530) 283-6218

Registrar of Voters (530) 283-6256

Records Management (530) 283-6007



520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 \* Fax: (530) 283-6155

DATE: July 12, 2011

TO: Honorable Board of Supervisors, County of Plumas

FROM: Kathy Williams, Clerk-Recorder -  
Registrar of Voters

Kathy Williams

Clerk – Recorder

Registrar of Voters

kathywilliams@countyofplumas.com

Melinda Rother

Assistant

melindarother@countyofplumas.com

SUBJECT: Agenda Item for Board Meeting on July 12, 2011,  
Resolutions Consolidating an Election for the  
Prattville/Almanor Fire Protection District, a Special  
Tax Measure with the November 8, 2011  
UDEL Election.

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**IT IS REQUESTED THAT THE BOARD:** ADOPT THE RESOLUTION AUTHORIZING THE COUNTY CLERK, REGISTRAR OF VOTERS TO CONSOLIDATE THE PRATTVILLE/ALMANOR FIRE PROTECTION DISTRICT ELECTION WITH THE NOVEMBER 8, 2011 UNIFORM DISTRICT ELECTION (UDEL) AND CONDUCT THE ELECTION BY MAILED BALLOT.

**BACKGROUND:** The Prattville/Almanor Fire Protection District has adopted Resolution #2011- 01 requesting the County Clerk, Registrar of Voters to conduct an all Mailed Ballot Election within the boundaries of the district, submitting a measure to the voters for a special tax for emergency medical services, fire protection and prevention. The district's proposed ballot measure resolution is hereto attached and made part of the resolution authorizing the County Clerk, Registrar of Voters to conduct the election.

**RESOLUTION NO. 2011-**

**A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK, REGISTRAR OF VOTERS TO CONDUCT AN ALL MAILED BALLOT ELECTION ON NOVEMBER 8, 2011, WITHIN THE BOUNDARIES OF THE PRATTVILLE / ALMANOR FIRE PROTECTION DISTRICT FOR THE PURPOSES OF A SPECIAL TAX FOR EMERGENCY MEDICAL SERVICES, FIRE PROTECTION AND PREVENTION.**

The measure to be submitted to the voters shall read as follows:

“Upon a two-thirds vote of approval, shall a special tax be imposed for a period of ten (10) years, starting July 1, 2012 for the specific purpose of emergency medical response, fire protection and prevention; and shall this tax be authorized in the amount of \$75.00 per year on each parcel of real property within the District, excluding those parcels exempt from property tax, said tax will be collected along with the Plumas County property taxes and shall the District appropriations limit (spending limit) be raised by the amount of the annual proceeds from this special tax for the period this tax is in effect, which revenue shall be deposited into a specifically created account on which an annual report shall be made as required by Government Code Section 50075.3?”

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

The Plumas County Clerk, Registrar of Voters is authorized to conduct an all mailed ballot election within the boundaries of the Prattville / Almanor Fire Protection District, including preparation and publication of all legal notices, preparation and mailing of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by deposit and/or advance payment or reimbursement.

The foregoing resolution was adopted on July 12, 2011, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chair of the Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

PLUMAS COUNTY CLERK

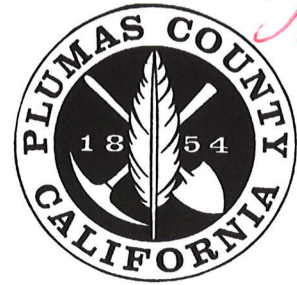
Recorder (530) 283-6218

Registrar of Voters (530) 283-6256

Records Management (530) 283-6007

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520 Main Street, Room 102, Courthouse  
Quincy, CA 95971 \* Fax: (530) 283-6155



DATE: July 12, 2011

TO: Honorable Board of Supervisors, County of Plumas

FROM: Kathy Williams, Clerk-Recorder -  
Registrar of Voters

Kathy Williams  
Clerk – Recorder  
Registrar of Voters  
kathywilliams@countyofplumas.com

Melinda Rother  
Assistant  
melindarother@countyofplumas.com

SUBJECT: Agenda Item for Board Meeting on July 12, 2011,  
Resolutions Consolidating an Election for West  
Almanor Community Services District, Extending a  
Special Tax Measure with the November 8, 2011  
UDEL Election.

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**IT IS REQUESTED THAT THE BOARD:** ADOPT THE RESOLUTION AUTHORIZING THE COUNTY CLERK, REGISTRAR OF VOTERS TO CONSOLIDATE THE WEST ALMANOR COMMUNITY SERVICES DISTRICT ELECTION WITH THE NOVEMBER 8, 2011 UNIFORM DISTRICT ELECTION (UDEL) AND CONDUCT THE ELECTION BY MAILED BALLOT.

**BACKGROUND:** The West Almanor Community Services District has adopted Resolution #11- 01 requesting the County Clerk, Registrar of Voters to conduct an all Mailed Ballot Election within the boundaries of the district, submitting a measure to the voters to extend and increase the special tax already in place for emergency medical services, fire protection and prevention. The district's proposed ballot measure resolution is hereto attached and made part of the resolution authorizing the County Clerk, Registrar of Voters to conduct the election.

**RESOLUTION NO. 2011-**

**A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK, REGISTRAR OF VOTERS TO CONDUCT AN ALL MAILED BALLOT ELECTION ON NOVEMBER 8, 2011, WITHIN THE BOUNDARIES OF THE WEST ALMANOR COMMUNITY SERVICES DISTRICT FOR THE PURPOSES OF EXTENDING AND INCREASING THE CURRENT SPECIAL TAX FOR EMERGENCY MEDICAL SERVICES, FIRE PROTECTION AND PREVENTION.**

The measure to be submitted to the voters shall read as follows:

“Upon a two-thirds vote of approval, shall a special tax, replacing the current special tax of \$90.00 which will expire on June 30, 2012, be imposed for an indefinite period starting July 1, 2012 for the specific purpose of emergency medical response, fire protection and prevention and hazardous materials response; and shall this tax be authorized in the amount of \$200.00 per year on each parcel of real property or condominium unit within the District, excluding those parcels exempt from property tax and the following parcel numbers: 108-010-004, 108-101-008, 108-101-015, 108-010-016, 108-010-017, 108-010-021, 108-010-023, 108-053-006, 108-053-007, 108-090-002, 108-141-001, 108-211-008, 108-283-004, 108-232-001, 108-241-003 and 108-320-035, said tax will be collected along with the Plumas County property taxes and shall the District appropriations limit (spending limit) be raised by the amount of the annual proceeds from this special tax for the period this tax is in effect, which revenue shall be deposited into a specifically created account on which an annual report shall be made as required by Government Code Section 50075.3?”

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

The Plumas County Clerk, Registrar of Voters is authorized to conduct an all mailed ballot election within the boundaries of the West Almanor Community Services District, including preparation and publication of all legal notices, preparation and mailing of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by deposit and/or advance payment or reimbursement.

The foregoing resolution was adopted on July 12, 2011, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:

NOES:

ABSENT:

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Chair of the Board of Supervisors

ATTEST:

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Clerk of the Board of Supervisors





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**PLUMAS COUNTY PROBATION DEPARTMENT**

**SHARON L. REINERT**


**CHIEF PROBATION OFFICER**

1446 E. Main St., Quincy, CA 95971

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

**DATE:** June 30, 2011

**TO:** Honorable Board of Supervisors

**FROM:** Sharon L. Reinert, CPO 

**SUBJECT:** OTP-JAGR Grant Funds (Dept. 20403)

**Recommendation:**

To approve moving grant funds from Group Insurance into wages and other benefits, and Out of County Travel (Dept. 20403) and from Comp Insurance to Office Expenses.

**Background:**

In order to spend all of the funds in the OTP-JAG Grant (Dept. 20403) by the end of the grant period, September 30, 2011, we are requesting to move \$6,208 into Out of County Travel for special Probation Officer training, \$1,814 into regular wages and other benefits to cover these costs for the remainder of the grant period, and \$50 into Office Expenses to pay for an unexpected CEQA filing fee.

The special training for the Probation Officers has been pre-approved by the State Program Specialist.

These funds need to be moved as quickly as possible in order to spend the money before the grant expires.





# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> <b>Administration &amp; Health Education</b> Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> <b>Clinic &amp; Nursing Services</b> Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> <b>Senior Nutrition &amp; Transportation</b> Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> <b>Environmental Health</b> Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> <b>Environmental Health – Chester</b> 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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**Date:** June 29, 2011

**To:** Honorable Board of Supervisors

**From:** Mimi Khin Hall

**Agenda:** Agenda Item for July 12, 2011

**Item Description/Recommendation:** Approve the attached Resolution to accept Standard Agreement #10-10141 from the California Department of Public Health, Office of AIDS for Housing Opportunities for Persons With Aids (HOPWA) activities for Fiscal Years 2010-2011, 2011-2012 and 2012-2013, and authorize the Director of Public Health to sign Standard Agreement as Board designee.

**Background Information:** As the Board may recall, Plumas County Public Health Agency has a contract with the State Department of Health Services, Office of AIDS for various HIV/AIDS related services and prevention activities, one of which HOPWA is addressed today. The goal of Housing Opportunities for Persons Living with AIDS (HOPWA) is to assist individuals with advanced HIV infection and AIDS to remain safely in their homes thus reducing the need for costly and inappropriate hospitalization. The program, which is administered for the Mountain Counties AIDS Consortium by Plumas County Public Health Agency, has been immensely successful in our five county regions. Clients in Plumas, Siskiyou, Sierra, Modoc and Lassen Counties access HOPWA funds for emergency rental assistance and partial payment of utilities through the Plumas County Public Health Agency contract with the State Office of AIDS. The program which is 100% State funded covers costs for the five counties and is fully utilized each year.

The term of the Standard Agreement is from July 1, 2010 through June 30, 2013 in the total amount of \$100,950.00.

The Standard Agreement has been reviewed by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

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



ELLIOTT SMART  
DIRECTOR

5E  
DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN


Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9126

(530) 283-6350

Fax: (530) 283-6368

DATE: JUNE 28, 2011

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR   
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JULY 12, 2011

RE: APPROVAL AND AUTHORIZATION TO SIGN A CONTRACT WITH  
U.C. DAVIS FOR STAFF TRAINING

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

1. Approve contract EW-2011-26, in the amount of \$45,980, with the University of California, Davis for professional training services to be provided to Department of Social Services staff.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Department of Social Services to execute an extension of the agreement for an additional twelve-month period following the conclusion of the current term, subject to the availability of state and federal funding.

**Background and Discussion**

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state to form the Inter-County Training Consortium (ICTC). Together, the counties in the consortium utilize their funds to purchase high quality professional training services from the Center for Human Services Training located at U.C. Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are consortium members.

For training that is scheduled locally, we also have the latitude to include our community partners and others as appropriate. This enables us to use this program as a community resource serving a broader base of human service providers.

The agreement that is enclosed is for training for the Department's eligibility and employment services staff. The agreement is for a total of eleven training days delivered locally.

### **Financial Impact**

The total value of the training is \$45,980. The University Extension offsets the normal county share of cost through an in-kind contribution of \$6,897. This yields a net cost to the Department of \$39,083, which is claimable to state and federal funding sources.

An appropriation exists within the approved county budget for the Department of Social Services to pay for this agreement. There is no cost to the County General Fund.

### **Other Agency Involvement**

The Office of County Counsel reviewed the contract and approved it as to form.

Copies:       PCDSS Management Staff (memo only)  
                  Karen Hayden, Staff Services Analyst

Enclosure



UC DAVIS EXTENSION  
WEB SITE WWW.EXTENSION.UCDAVIS.EDU

1632 DA VINCI COURT  
DAVIS, CALIFORNIA, CA 95618-4852

Agreement #EW-2011-26

Training Services Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and PLUMAS COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives,

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
  - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
  - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2011 through June 30, 2012. All courses must be completed by June 30, 2012.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
  - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
  - b. Auto Liability including non-owned automobiles, with a minimums as follows:
    - 1) Bodily injury
      - a) Per person \$250,000
      - b) Per accident \$500,000
    - 2) Property damage \$50,000
  - c. Workers Compensation insurance in accordance with California state law.

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.




ancestry; sex; sexual orientation; physical or mental handicap; medical condition; political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

15. 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 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. 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.
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. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. 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.

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

By   
Name Dennis Pendleton  
Title Dean, UC Davis Extension  
Date 3/22/11

PLUMAS COUNTY DEPARTMENT OF  
SOCIAL SERVICES

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

FEIN: 94-6036494

Approved as to form:

  
COUNTY COUNSEL

EXHIBIT A

**TRAINING PROGRAM**

1. 11.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
  - a. Needs assessment, curriculum planning and implementation.
  - b. Instructional and student services.
  - c. Instructional materials.
  - d. Evaluation and feedback.
  - e. Continuing education credit, if available.
  - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
  - g. Off-site coordination of training.
  - h. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
  - i. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
  - a. Training facility and audio-visual equipment.
  - b. On-site coordination of training.

Total cost of training under this agreement is	\$ 45,980.00
University's in-kind contribution	\$ 6,897.00
User's share of cost	\$ 39,083.00