

BOARD OF SUPERVISORS

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

**AGENDA FOR MEETING OF NOVEMBER 08, 2011 TO BE HELD AT 10:00 A.M. IN THE
BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

1. 10:10 BOARD OF SUPERVISORS

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

2. 10:30 COUNTY ADMINISTRATIVE OFFICE – Jack Ingstad DEPARTMENTAL MATTERS

- A. **DISTRICT ATTORNEY** – David Hollister
Consider request from the District Attorney to reinstate an exemption from taking four furlough days as directed by the Board on October 18, 2011
- B. **PLUMAS-SIERRA COUNTY FAIR** – John Steffanic
Approve and authorize the Chair to sign contract S-0001 and authorize payment of \$1,150 to Kunsman Fence for work already completed at the Fairgrounds
- C. **ENVIRONMENTAL HEALTH** – Jerry Sipe
Approve and authorize the Chair to sign a letter to the State Water Resources Control Board opposing draft policy for siting, design, operation and management of onsite wastewater treatment systems (OWTS) – septic systems
- D. **PUBLIC HEALTH AGENCY** – Mimi Hall
Report and update on Community Health Assessment/Community Health Improvement Project in partnership with Northern Sierra Collaborative Health Network members Eastern Plumas Healthcare, Greenville Rancheria, Plumas District Hospital, Seneca District Hospital, and Sierra Institute for Community and Environment

3. 11:15 ECONOMIC DEVELOPMENT

Presentation by various agencies regarding economic development opportunities

4. CONSENT AGENDA

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

A. SHERIFF

- 1) Approve and authorize the Sheriff to sign services agreement of \$30,000 with DeMartile Automotive. Approved as to form by County Counsel
- 2) Approve Services Agreement, exempting Section 9, between the Plumas County Sheriff and any qualified vendor to provide cosmetology and barber services for Plumas County Correctional Facility; and authorize the Sheriff to sign future contracts for same services. Approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign contract between County of Plumas (Jail) and Laundry Systems of Nevada for \$17,304. Approved as to form by County Counsel

B. ELECTIONS

Authorization to extend current HAVA (Help America Vote Act) contract through December 31, 2015 with the California Secretary of State to assist in complying with requirements to provide specific voting equipment and voter services. Approved as to form by County Counsel

C. PUBLIC WORKS

Approve and authorize the County Administrative Officer and the Director of Public Works to execute Amendment No. 1 to contract between Vestra Resources, Inc. and County of Plumas to provide professional services for the County's two landfills

D. PUBLIC HEALTH AGENCY

Approve payment of prior year expenses to Plumas County Children and Families Commission (\$19,964.80 and \$3,225.75); Roundhouse Council (\$8,070.75); Plumas Rural Services (\$38,513.50); and Plumas Crisis intervention and Resource Center (\$55,678.40) from Budget Unit 70560 for Medi-Cal Administrative Activities share of cost incentive payments

NOON RECESS

5. 1:30 P.M. PUBLIC WORKS – Robert Perreault

Solid Waste – Continued from October 18, 2011, discussion, possible action and/or direction to staff regarding the following Countywide Solid Waste Program issues:

Report on the Solid Waste Rate Decrease Response, submitted by Feather River Disposal, Inc., continued from the July 05, 2011 Board of Supervisors meeting, including possible direction to staff in regard to a Pilot Program for Curbside Recycling. Request for continuance to November 15, 2011

6. CLOSED SESSION

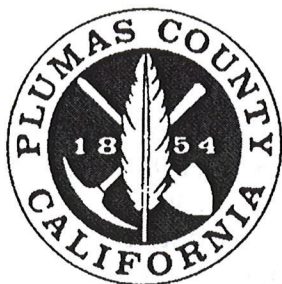
ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- 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. Conference with Legal Counsel – Initiation of litigation pursuant to Subdivision (c) of Government Code §54956.9 – one case
- D. Conference with Legal Counsel – Existing Litigation - *County of Butte, et al. v. California Department of Water Resources*, Yolo County Superior Court Case No. CV-09-1258, pursuant to Subdivision (a) of Government Code §54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, November 15, 2011, Board of Supervisors Room 308, Courthouse, Quincy, California.



OFFICE of the DISTRICT ATTORNEY
and PUBLIC ADMINISTRATOR
David Hollister, District Attorney

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

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: DAVID HOLLISTER, DISTRICT ATTORNEY

RE: Furlough Exemption

DATE: November 8, 2011

Recommendation:

The District Attorney's Office is requesting reinstatement of an exemption from taking four furlough days as approved at the October 18, 2011 Board of Supervisors meeting.

Background and Discussion:

In requesting the District Attorney's Office have their exemption from furloughs reinstated, it is important to note the District Attorney's Office is different than other departments. We are a constitutionally based public safety office (California Constitution Article XI, Sec. 1(b) sets forth Constitutional offices proclaiming "[T]he Legislature shall provide for county powers, an elected county sheriff, an elected district attorney, an elected assessor, and an elected governing body in each county.")

While some other departments can close their doors resulting in an inconvenience to the general public if the District Attorney closes his doors we run the personal risk of being held in contempt of court as well as running afoul of federal and state laws protecting rights of both defendants and victims. The closure of the District Attorney's Office during this past month could have meant the release of several dangerous criminal defendants. Clearly, public safety would be harmed if such should occur. Further, District Attorney obligations extend beyond the constitutional aspects previously noted. For example, in Plumas County search warrants are to be reviewed by the District Attorney prior to presentation to a magistrate. The execution of search warrants is a reactive, investigative tool which cannot be scheduled. Warrants are often sought at all hours and day and night and generally involve the investigation of a serious crime. Again, public safety does not benefit by delaying a criminal investigation for the completion of a furlough day. These scenarios are but a few and demonstrate the unique position the District Attorney's Office maintains within the county structure.

November 8, 2011

To even better demonstrate the difference between the District Attorney's Office and other county offices, within minutes of your vote approving furloughs on October 18, 2011, two non-public safety, non-constitutional offices publicized their 'furlough schedules' showing office closures conveniently set around county holidays. While I agree with this concept (providing some benefit by way of scheduling for an employee losing take home pay), this is something not all offices can do. As previously noted, while we would like to schedule accordingly around holidays, we cannot. In the end, we are now in the midst of a scenario where employees in District Attorney's Office are treated worse than those in other departments (on top of the voluntary reduction in general fund funding, voluntarily reduced hours, and increased work load due to layoff and AB109).

In seeking the reinstatement of this exemption, the District Attorney's Office wishes to note:

1. From 2009 to the present budget year the District Attorney's budget has decreased while the other attorney driven departments (Public Defender and County Counsel) have increased.
2. To meet our decreasing budget, we have had three employees voluntarily reduce their hours to 80% as well as eliminate an investigative position.
3. The Public Defender has not been required to take furloughs or pay cuts while the District Attorney has.
4. Departments (such as the District Attorney) who voluntarily requested less money this budget cycle at the request of county administration gained no favor during subsequent cuts. Those departments which resisted these requests benefited.
5. In the face of being what I believe is the lowest paid District Attorney's Office in the state (certainly among our comparable counties) we have now further reduced the pay of our prosecutors. One of our Deputy District Attorneys is now in the position of actually losing money by working here (he is maintaining two households as he transitions into Plumas County). This pay disparity is even greater when comparing the District Attorney to other district attorneys in comparable counties as well as other department heads in Plumas County.
6. For the first time, Victim/Witness has been added to the "cost plan." They receive approx \$17k from the general fund and are (this year) being billed \$28k. Absent relief, we will be forced to reduce that department to 75% in January. There will be a great deal of public discourse when Plumas County becomes one of the only (if not the only) counties failing to provide victim/witness services on a regular basis to victims of crimes such as domestic violence, rape and molest. I will be seeking removal of Victim/Witness from the cost plan under separate cover.

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7. We have consistently made prosecutorial decisions in an effort to aid the county budget. This has included areas such as extradition, expert witnesses and custodial issues. Our approach has saved the county tens of thousands of dollars. For example, most counties extradite felons from areas throughout the country. During this trying economic time we have refrained from this act except in the most serious of felonies. I very much appreciate the past comments by members of the Board of Supervisors as well as county administration acknowledging and thanking the District Attorney's Office for these acts of fiscal responsibility. It is my request, however, this recognition extend to areas such as budget and furlough decisions.
 8. We are entering an area where, should cuts continue or not be corrected; we will need to adjust our approach to public safety in Plumas County. I have pledged not to take the course of some other counties and consider not charging misdemeanors (our populace agrees with me that such a move is unacceptable) but we may have to consider other options such as "infractionalizing" certain misdemeanors, not charging in-custody cases and releasing inmates on days when we cannot meet basic staffing needs, rejecting prosecution of certain crimes due to lack of funding, and other unpalatable decisions I would rather not make.
 9. I understand the dire condition of our county budget. However, in looking at other departments and other items which have been funded I am challenged to accept the notion we have met our constitutional obligation of making public safety a priority during this recent budget cycle (see chambers of commerce, non public safety departments, non public safety legal departments, attorney contracts, etc). It simply seems that within a public protection budget of over \$18,000,000, the county could find savings of \$9,600 so as to exempt the DAs office from furloughs and allow us to meet our constitutional and statutory obligations to seek justice while protecting the public.

In sum, the District Attorney's Office appreciates the support it has received from the Board of Supervisors. The District Attorney's Office has, and will, continue to work with county administration during this challenging budgetary time. In doing so, however, the unique constitutional and statutory mandates imposed upon the District Attorney must continue to be met. I am seeking the reinstatement of the furlough exemption as the first step to this end for the District Attorney's Office and the Victim/Witness Program.



Plumas-Sierra County Fair

204 FAIRGROUNDS ROAD QUINCY, CA 95971-9462

(530) 283-6272 FAX (530) 283-6431 <http://www.plumas-sierracountyfair.net>

JB

MEMORANDUM

DATE: October 24, 2011
TO: The Honorable Board of Supervisors
FROM: John Steffanic, Fair & Event Center Manager
SUBJECT: Board Agenda Requests

It is recommended that the Board:

1. To ratify service contract S-0001 and authorize for payment to Kunsman Fence for work that has already been completed on the Lee Road side of the Fairgrounds.

Discussion

This was an insurance job that the Fairgrounds were under the impression that State Farm Insurance would be paying Kunsman Fence Directly.

The Fairgrounds has received the check from State Farm Insurance and has deposited into the county treasuries on 9/30/11 deposit #104336.

Thank you for your consideration,

John Steffanic
Fair & Event Center Manager

Repair Agreement S-0001

This Agreement is made as of May 1, 2011 by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its department of the Plumas-Sierra County Fair (hereinafter referred to as "County"), and CONSUELO THERESA KUNSMAN, an individual, doing business as "Kunsman Repair" (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit A, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Thousand One Hundred Fifty Dollars and No/100 (\$1,150.00) (hereinafter referred to as the "Contract Amount").
3. Commencement and Term. The date of commencement of the Work shall be the date listed above. Contractor shall complete the Work no later than June 30, 2011.
4. Termination.
 - a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.
 - c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement

for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.

- d. By Contractor. If the County fails to make payment as provided in Exhibit A for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County may correct the Work, and Contractor shall pay the cost of such correction to the County

within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.
11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.
15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.
16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.
20. Legal Compliance. 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.
21. 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.
22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims')), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.
23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

36. 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:

Plumas-Sierra County Fair
County of Plumas
204 Fairground Road
Quincy, CA 95971
Attention: Fair Manager

Contractor:

Kunsman Repair
P.O. Box 358
Portola, CA 96122
Attention: Consuelo Kunsman

37. 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.
38. 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.
39. 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.

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

CONTRACTOR:

Consuelo Theresa Kunsman
Consuelo Theresa Kunsman,
an individual, doing business
as Kunsman Repair

COUNTY:

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

By: _____
Name:
Title:

Approved as to form:

Plumas County Counsel

By: *Stephen L. Mansell* 10/12/2011
Stephen L. Mansell
Deputy County Counsel

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work/Fee Schedule

1. Contractor shall perform the services listed in the attached invoice at the price listed therein.
2. Contractor shall provide and pay for all labor, materials, taxes, and insurance.
3. All Work will comply with the California Building Code and all applicable state and federal laws and regulations.
4. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.
5. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, and (ii) invoice by Contractor to the County.
6. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
7. The County shall not have any responsibility to make payments to any subcontractor or supplier.
8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

55-00F 3-726

Office (530) 832-4998
Cell: (530) 258-7756
FAX: (530) 832-4561

SOLD TO Plumas/Sierra County Fairgrounds		SHIPPED TO	
STREET & NO. 204 Fairgrounds Rd		STREET & NO.	
CITY Quincy	STATE CA.	CITY	STATE ZIP

CUSTOMER'S ORDER	SALESMAN	TERMS	F.O.B.	DATE
63 73				6-24-2011

[illegible]

SIGNED _____



Plumas County Public Health Agency

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

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

Mimi Khin Hall, MPH, CHES, Director

Date: October 31, 2011

To: Honorable Board of Supervisors

From: Jerry Sipe, Environmental Health

RE: Board of Supervisors Agenda Item for November 8, 2011

Recommendation: Receive an update regarding the proposed statewide on-site wastewater regulations (AB 885) and authorize the Board Chair to sign a letter to State Water Resources opposing the draft policy.

Background and Discussion: As the Board will recall, AB 885 directs State Water Resources (SWR) to develop statewide standards to regulate the treatment and disposal of onsite wastewater. The first public draft of statewide standards was released in 2008 and was decidedly a one-size-fits-all approach. Those standards lacked flexibility, were overly detailed and prescriptive, unnecessarily expensive for homeowners and ignored effective, existing programs.

In late September, SWR released the latest proposed draft standards. The biggest change from 2008 is the tiered approach. As the risk for pollution from an onsite system increases, so do the minimum standards and the regulatory oversight. Another important change is the ability for local agencies to incorporate some or all of their local programs into the tier 2 regulations. Gone are many of the blanket homeowner mandates including the mandatory septic tank pumping and individual well testing. These are all very positive changes.

However, the draft regulations will still have important impacts on Plumas County and its wastewater program. For instance, extensive water quality monitoring of septic system performance is still required. The standards call for pathogen and nutrient ground and surface water monitoring and analysis on a regional or watershed scale across the entire county. While this is better than the previous requirement placed on a homeowner to sample their onsite well, groundwater monitoring would become the responsibility of the local implementing agency.

Another important impact is the CUPA-like mandates for local recordkeeping and reporting. The proposed standards prescribe annual reports that local agencies must file with the Regional Boards. They also mandate a variety of complaint and maintenance records pertaining to onsite system operation and performance, and local agencies must transfer certain data electronically and maintain databases to the satisfaction of the Regional Board. These unfunded mandates will increase program costs.

November 8, 2011

OWTS Policy
State Water Resources Control Board
P.O. Box 2231
Sacramento, CA 95812

**RE: Comment Letter Opposing Draft Policy for Siting, Design, Operation, and
Management of Onsite Wastewater Treatment Systems (OWTS) – Septic Systems**

Honorable Board,

On behalf of the Plumas County Board of Supervisors, I am submitting these comments concerning the draft statewide policy for onsite wastewater treatment system (OWTS) regulation. While recognizing State Water Resources has a legal mandate to adopt statewide wastewater regulations pursuant to AB 885, Plumas County opposes the proposed policy for a number of reasons described herein.

Plumas County shares the goal of ensuring OWTS are designed, installed, and maintained appropriately to protect waters of the state from contamination. Plumas County applauds the tiered approach to OWTS regulation, where it is estimated that 95 percent of homeowners statewide will not need to make changes to their septic systems. Plumas County recognizes the flexibility provided under the proposed policy will allow elements of local wastewater management programs to continue under tier 2 of the policy. However, the proposed policy will still have important and detrimental impacts on Plumas County and its wastewater management program.

In 2008, the first draft policy for statewide OWTS standards included requirements for property owners to monitor and test their individual wells. In the current proposal, this requirement has been changed to ground and surface water monitoring and analysis for pathogens and nutrients on a “regional and localized basis across the entire jurisdictional area” (proposed section 9.3.8). This simply shifts the overly burdensome requirement for monitoring water quality from homeowners to the local implementing agencies. The reality is that local agencies are already monitoring system performance through administrative permits, construction and inspection standards, complaint processes, and other means. The requirement to administer countywide water quality monitoring and analysis is too costly and unnecessary to ensure proper septic system performance.

Another important impact is the excessive mandates for local recordkeeping and reporting. The proposed standards prescribe annual reports that local agencies must file with the Regional Boards. They also mandate a variety of complaint and maintenance records pertaining to onsite system operation and performance, and local agencies must transfer certain data electronically and maintain databases to the satisfaction of the Regional Board. These unfunded mandates will only increase program costs and will not improve septic system performance or enhance water quality.

But most importantly, Plumas County already administers a highly effective local wastewater control program. Plumas County Code is tailored to address local needs, issues, and conditions, and has done a great job of protecting public health and water quality. Besides the legal mandate of AB 885, SWR points to nutrient and pathogen pollution due to septic systems as the driving force for statewide regulations. As required by Section 303(d) of the Clean Water Act, the Regional Boards maintain lists of impaired water bodies due to various sources of contamination. While some water bodies have been affected by pollution from under performing septic systems in some parts of the state, it must be noted that Plumas County does not have any such water bodies with impacts from septic systems on that list. Resources should be focused on solving those problems rather than developing statewide standards.

In summary, the proposed statewide onsite wastewater regulations are much improved from the 2008 version. Nonetheless, they remain too costly, overly burdensome to local implementing agencies and certainly not demonstrated to be needed in Plumas County. For these reasons, Plumas County opposes the draft policy as currently written.

If you have any questions, please contact Jerry Sipe, Director of Environmental Health at 530-283-6367. Thank you.

Sincerely,

Lori Simpson, Chair
Plumas County Board of Supervisors



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

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

Date: October 31, 2011

To: Honorable Board of Supervisors

From: Mimi Khin Hall 

Re: Discussion Item for November 8, 2011

Item Description: Update on Community Health Assessment/Community Health Improvement Planning project in partnership with Northern Sierra Collaborative Health Network members Eastern Plumas Healthcare, Greenville Rancheria, Plumas District Hospital, Seneca District Hospital, and Sierra Institute for Community and Environment

History/Background: Plumas County is one of 12 local health jurisdictions, out of 127 applicants, to be chosen as a model demonstration site for a community health assessment and improvement project. Funded by the National Association of City and County Health Officials and the Robert Wood Johnson Foundation, demonstration sites receive comprehensive training and technical assistance to complete a community wide health assessment and improvement process, which engages community partners, addresses the social determinants of health, and uses quality improvement and quality planning techniques.

PCPHA will partner in this endeavor with the Northern Sierra Collaborative Health Network (NSCHN) members Eastern Plumas Health Care, Plumas District Hospital, Seneca District Hospital, Greenville Rancheria and the Sierra Institute for Community and Environment. The NSCHN is committed to working with multiple sectors of the community to identify and prioritize local needs and adopting an implementation strategy to meet community needs identified through the assessment. The project will seek support from community sectors such as education, non-governmental organizations, community development, visitors' bureau, small businesses, and large employers. The sharing of information and resources from these groups will insure a broad scope of health assessment capabilities by providing larger population samples and more diverse group participation.

The project will further plans to conduct a community health needs assessment and related implementation plans that can be replicated and updated every three years to meet the needs of local health institutions and to also review the progress made on selected priorities. This project also allows local hospitals to fully engage in the requirements of the Affordable Healthcare Act and will help PCPHA fulfill requirements for national public health accreditation.



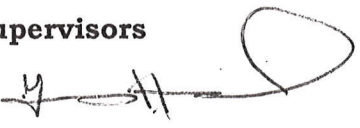
GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

4A1

Memorandum

DATE: October 25, 2011
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Item for the meeting of November 8, 2011

RECOMMENDATION:

Approve and authorize the Sheriff to sign service agreement with DeMartile Automotive, Inc. in the amount of \$30,000.00 for the period of 11/1/11 to 11/1/12.

BACKGROUND & DISCUSSION:

The Sheriff's Office utilizes the services of many vendors. All service agreements over \$10,000.00 require Board approval.

Attached is a service agreement between the County of Plumas, Office of the Sheriff and DeMartile Automotive, Inc. for vehicle services as per the scope of work indicated.

This agreement has been approved by County Counsel and signed by the vendor. It is now being submitted for Board approval as per County policy.



TERRY A. BERGSTRAND
SHERIFF/CORONER

Office of the Sheriff

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

4A2

Memorandum

DATE: October 26, 2011

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

A handwritten signature in black ink, appearing to be "G. Hagwood".

RE: Agenda Items for the meeting of November 8, 2011

It is recommended that the Board:

Approve the attached Service Agreement Contract, exempting Section #9, between the Plumas County Sheriff's Office and any qualified vendor to provide cosmetology and barber service for Plumas County Correctional Facility per California Code of Regulations, Title 15.

Authorize the Sheriff to sign future contracts for cosmetology and barber services exempting the requirement for insurance by the providing vendor.

Background and Discussion:

The Plumas County Sheriff's Office must provide cosmetology and barber services to the inmates under California Code of Regulations, Title 15. However, due to the number of inmates needing or requesting grooming services it has been difficult in locating and securing a vendor to provide such services with the County's mandatory insurance policy. Historically, grooming services provided to inmates has cost less than \$1500.00 per year, and the cost of insurance has made it prohibitive for most vendors. This coupled with time restraints put on the vendor in which the vendor is permitted to provide services, (i.e. weekends) has eliminated all interested vendors. Therefore this request to exempt this specific category of vendors from the County's mandatory insurance policy may allow it to be cost effective to vendors to provide the desperately needed service to the inmates of the Plumas County.

4A3



Office of the Sheriff

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: October 27, 2011

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Item for the meeting of November 8, 2011

Recommended Action:

Approve and authorize the contract between Laundry Systems of Nevada, Inc. and County of Plumas (Plumas County Jail) for the purchase and installation of new washer and dryer.

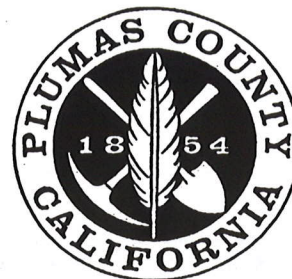
Background and Discussion:

All service agreements over \$10,000.00 require Board approval. This agreement has been approved by County Counsel and signed by the vendor. It is now being submitted for Board approval as per County policy

Attached is a service agreement between the County of Plumas, (Plumas County Jail) and Laundry Systems of Nevada, Inc. for the purchase and installation of a new washer and dryer for the inmate clothing, as stated in Title 15 section 1260, Penal Code 6030.

The cost for this agreement has already been budgeted in the FY 11/12 adopted budget.

PLUMAS COUNTY CLERK
Recorder (530) 283-6218
Registrar of Voters (530) 283-6256
Records Management (530) 283-6007



4B

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

Kathy Williams
Clerk – Recorder
Registrar of Voters

kathywilliams@countyofplumas.com

DATE: October 26, 2011

TO: Honorable Board of Supervisors, County of Plumas

FROM: Kathy Williams, Clerk-Recorder, County of Plumas

Melinda Rother
Assistant

melindarother@countyofplumas.com

SUBJECT: Extension of HAVA Agreement through 2015

It is requested that the Board:

1) Authorize the extension of the agreement by the California Secretary of State and Plumas County first entered into on 10/23/2007 for complying with HAVA Section 301 requirements.

Pursuant to the scope of work of the agreement, funds can only be used for the following:

Permit voters to privately and independently verify or correct their ballot before it is cast.

Notify voter of over-votes in races that more candidates were selected than permitted before ballot is cast.

Produce a permanent paper record and audit capacity for system.

Provide accessibility to voters with disabilities.

Meet requirements of alternate language access requirements.

Background and discussion:

In 2007, the County entered into an agreement with the Secretary of State's office to access HAVA (Help America Vote Act) funds, in the amount of \$151,162.84, for the specific purposes above. The State allocates a specific amount of funds to counties based on the number of voting precincts located in each.

The agreement must be renewed periodically in order to keep the funding available to counties. The State has requested us to obtain the Board's approval to extend the contract for the specified term.

RESOLUTION 2007- 7428

RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
APPROVING THE APPLICATION FOR FUNDS UNDER THE
HELP AMERICA VOTE ACT OF 2002

COUNTY OF PLUMAS
HAVA - Section 301 Voting Systems Program Funds

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve election administration, and provide equal access voting opportunities for all voters; and

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002 and Title III, Section 301 specifically, payments to local government to assure uniform and non-discriminatory election technology and administration requirements; and

WHEREAS, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors

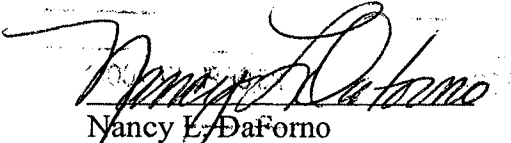
1. Approves the filing of an Application for federal funds for the above project to be funded from the Help America Vote Act of 2002, Title III, Section 301; and
2. Certifies the County understands the assurances and certification in the Application form; and attached and incorporated here by reference; and
3. Certifies the County has reviewed and understands the Application and procedures which are attached and incorporated here by reference; and
4. Appoints the County Elections Officer or her designee as agent to conduct all negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreement with attachments, payment requests etc., which may be necessary for the completion of the aforementioned project.

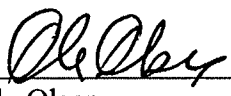
I, the undersigned, hereby certify that the foregoing Resolution Number 2007- 7428 was duly adopted by the Plumas County Board of Supervisors following a roll call vote:

Ayes: Supervisors Comstock, Thrall, Meacher, Powers, Olsen

Noes: None

Absent: None


Nancy L. DaForno
Clerk to the Board of Supervisors


Ole Olsen
Chair of the Board of Supervisors

Date: 10/16/07

DEPARTMENT OF PUBLIC WORKS

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



ROBERT A. PERREAULT Jr.
Director of Public Works

CONSENT AGENDA REQUEST

ASST. DIRECTOR

October 31, 2011

JOE BLACKWELL
DEPUTY DIRECTOR

To: Honorable Board of Supervisors

From: Robert A. Perreault, Director of Public Works

A handwritten signature of Robert A. Perreault in black ink.

Subject: Consent Agenda Request for the November 8, 2011 Meeting
of the Plumas County Board of Supervisors

**Approve Amendment No. 1 to Contract between Vestra Resources, Inc. and
County of Plumas**

Background:

The Public Works Solid Waste Division had recently contracted with Vestra Resources to provide professional services for landfill leachate and groundwater sampling and analysis for the County's two landfills. These services include mandated sampling, analysis and reporting to comply with State's Waste Discharge Requirements (WDRs), and involves landfill inspection and reporting on groundwater monitoring at the County's two landfills. This amendment request covers unanticipated items of work and a laboratory rate change for groundwater sample analysis. The extra work items stem from a required "five-year constituents of concern" report to the State that was unable to be completed by the previous laboratory due to low groundwater levels in the monitoring wells during the tenure of their contract.

A copy of Amendment No. 1 and the September 20, 2011 letter from Vestra is attached.

A copy of the existing contract with Vestra Resources, Inc. is on file in the office of the Clerk of the Board of Supervisors for public view upon request.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors authorize the CAO and the Director of Public Works to execute Amendment No.1 to the Vestra contract.



5300 Aviation Drive | Redding, CA 96002
Phone 530.223.2585 | Fax 530.223.1145
info@vestra.com | www.vestra.com

GIS, Environmental, & Engineering Services

September 20, 2011

71104

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

**RE: Contract Amendment Request No. 1
Leachate and Groundwater Sampling and Analysis (County Contract No. PWSW11-008)
Chester and Gopher Hill Landfills
Plumas County, California**

Dear Mr. Perreault:

VESTRA provides leachate and groundwater sampling and analysis services to Plumas County Department of Public Works for the Chester and Gopher Hill Landfills under Plumas County Contract No. PWSW11-008. Contract No. PWSW11-008 (approved in July 2011) covers services from February 23, 2011, through June 30, 2014, at costs not to exceed \$30,000 per calendar year.

At the time the initial cost estimate was prepared, VESTRA assumed that FGL Environmental would complete the remaining 5-year Constituent of Concern (COC) analysis under the terms of their contract with Plumas County. As such, these labor and laboratory costs were not included in VESTRA's original proposal. However, due to seasonally low groundwater levels during 2010, FGL was unable to collect the required 5-year COC analysis in a number of wells at the Chester Landfill. As a result, VESTRA was required to complete the required COC sampling and analysis during subsequent sampling events.

In addition, VESTRA's laboratory subcontractor implemented rate changes in 2011 for constituent analysis.


As a result of these unanticipated factors, VESTRA is hereby requesting an amendment to the not-to-exceed cost for Contract No. PWSW11-008 from \$30,000 to \$35,000 per calendar year to accommodate these additional labor and laboratory costs.

Please call Wendy Johnston or me at 223-2585 if you have any questions or comments regarding this letter.

Sincerely,

VESTRA Resources Inc.


George Low, P.G.
Project Manager


Wendy Johnston
Vice President

CC: John Kolb/Plumas County Department of Public Works
Phyllis Taddei/Plumas County Fiscal Officer
Connie Ebinger/VESTRA

**AMENDMENT NO.1 TO PROFESSIONAL SERVICES AGREEMENT FOR LANDFILL
LEACHATE AND GROUNDWATER SAMPLING AND ANALYSIS PROGRAM FOR
THE PLUMAS COUNTY SOLID WASTE PROGRAM**

This Amendment No. 1 to the Professional Services Agreement for Landfill Leachate and Groundwater Sampling and Analysis Program for the Plumas County Solid Waste Program ("Amendment No. 1") is made on October 1, 2011, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California ("County"), and VESTRA RESOURCES, INC., a California corporation ("Consultant"), who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. The County and Consultant entered into a Professional Services Agreement for Landfill Leachate and Groundwater Sampling and Analysis Program for the Plumas County Solid Waste Program ("Agreement") as of July 21, 2011.
 - b. The parties desire to amend the Agreement to increase the maximum compensation payable to Consultant, due to increases in the cost of laboratory services and the anticipated amount of services to be provided by Consultant under the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph 2.1 of the Agreement is amended in its entirety as follows:

2.1 Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," –Task Order 1-2011 attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Thirty-Five Thousand and No/100 Dollars (\$35,000.00) per calendar year until the termination date written in Section 4.1 of this Agreement.
 - b. Exhibit B to the Agreement is amended in its entirety as attached to this Amendment No. 1 as Attachment 1.
3. **Effectiveness of Agreement:** Except as expressly set forth in this Amendment No. 1, all provisions of the Agreement dated July 21, 2011 shall remain unchanged and in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

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

Robert A. Perreault, Jr., P.E.
Director of Public Works

Date: _____

VESTRA RESOURCES, INC., a California corporation


Wendy Johnston, Vice President

Date: _____

Kimberly Wilkes, Chief Financial Officer

Date: _____


APPROVED AS TO FORM:



Stephen L. Mansell
Deputy County Counsel

Date: 10/25/2011

CONCURRENCE:



Jack Ingstad
County Administrative Officer

Date: _____

ATTACHMENT 1

REVISED "EXHIBIT B"

Exhibit "B"

REVISED COST ESTIMATE
TASK ORDER 1-2011
LANDFILL LEACHATE/GROUNDWATER SAMPLING AND ANALYSIS
2011 COST ESTIMATE

The estimated costs to complete the work in Exhibit "A" are summarized in Tables 1 and 2.

Table 1 COST ESTIMATE CHESTER LANDFILL		
Task No./ Description	Estimated Cost	Revised Estimated Cost
Task 1 Groundwater Sampling and Analysis *		
Fieldwork - Sample Collection	\$4,080	\$4,500
Expenses	\$1,200	\$1,300
Laboratory Analysis	\$6,460	\$12,000
Project Management and Quality Assurance/Quality Control	\$900	\$1,000
Total Estimated Cost	\$12,640	\$18,800
Note: * Assumes four sampling events and two resample events.		

Table 2 COST ESTIMATE GOPHER HILL LANDFILL		
Task No./ Description	Estimated Cost	Revised Estimated Cost
Task 1 Leachate and Groundwater Sampling and Analysis		
WDR Sampling and Analysis*		
Fieldwork - Sample Collection	\$3,400	\$4,000
Expenses	\$1,000	\$1,100
Laboratory Analysis	\$4,656	\$6,200
Project Management and Quality Assurance/Quality Control	\$600	\$1,000
Subtotal	\$9,656	\$12,300
NPDES Sampling and Analysis**		
Fieldwork - Sample Collection	\$2,040	\$2,040
Expenses	\$600	\$600
Laboratory Analysis	\$700	\$760
Project Management and Quality Assurance/Quality Control	\$450	\$500
Subtotal	\$3,790	\$3,900
Total Estimated Cost	\$13,446	\$16,200
Notes:		
* Assumes two sampling events (WDRs) and two resample events.		
** Assumes one sampling event (NPDES) and two additional discharge events.		

The costs presented are estimated costs, which may vary based on responses from governmental agencies or parameters outside of VESTRA's control. Any work performed beyond the scope of work detailed in Exhibit "A" will be billed on a time-and-materials basis at the rates shown in VESTRA's 2011 Rate Schedule (Table 3). Additional activities and/or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.

Table 3
2011 VESTRA RATE SCHEDULE

Staff Classification	Per Hour
Environmental Services	\$50.00 - \$85.00
Environmental Technician	\$75.00 - \$80.00
Geologist	\$75.00 - \$80.00
Environmental Scientist	\$75.00 - \$80.00
Regulatory Compliance Specialist	\$85.00
Environmental GIS Analyst	\$85.00-\$100.00
Associate Geologist	\$85.00-\$100.00
Associate Hydrologist	\$110.00
Senior Environmental Scientist	\$110.00
Senior Regulatory Compliance Specialist	\$110.00
Project Geologist II	\$120.00
Professional Geologist	\$120.00
Professional Hydrologist	\$150.00
Project Manager	\$165.00
Senior Project Manager	\$165.00
Senior Consultant	\$165.00
Principal Consultant	
Biological Services	\$50.00 - \$85.00
Biological Technician	\$110.00
Professional Range Manager	\$110.00
Senior Biologist	\$110.00
Certified Wildlife Biologist	
Engineering Services	\$55.00 - \$75.00
Engineering Technician	\$90.00
Staff Engineer	\$100.00
Associate Engineer	\$106.00
Professional Land Surveyor	\$140.00
Senior Engineer	\$100.00 - \$180.00
Survey Crew	Rate
Equipment Classifications	\$38.00/hour
Large Format Color Printer	\$1.00/copy
Small Format Color Printer – Color Copies	\$0.50/copy
Small Format Color Printer – Black & White	\$0.15/copy
Small Format Black & White Printer	\$2.00/page
Faxes	\$0.55/mile
Vehicle Mileage	
Administration	\$45.00
Admin Clerk/ Document Production Technician	\$60.00
Admin Sr. Clerk	\$71.00
Admin Supervisor I/ Document Production Supervisor	
Notes: <u>Materials and Travel Expenses:</u> Billed as direct reimbursement plus 15% <u>Subcontractors:</u> Billed as direct reimbursement plus 15% <u>Terms:</u> Due and payable upon receipt. 1 ¼ % per month (21% per annum) finance charge will be added to any balance 30 days past due. Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.	



Plumas County Public Health Agency


270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Environmental Health Quincy Office Suite 127 Quincy, CA 95971 (530) 283-6355 (530) 283-6241 Fax	<input type="checkbox"/> Environmental Health – Chester 222 First Avenue Post Office Box 1194 Chester, CA 96020 (530) 258-2536 (530) 258-2844
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Date: October 31, 2011

To: Honorable Board of Supervisors

From: Mimi Khin Hall 

Agenda: November 8, 2011 Board of Supervisors Agenda

Item Description/Recommendation: Approve payment of prior year expenses to Plumas County Children and Families Commission (\$19,964.80 and \$3,225.75), Roundhouse Council (8,070.75), and Plumas Rural Services (\$38,513.50), and Plumas Crisis Intervention and Resource Center (\$55,678.40) from Budget Unit 70560 for Medi-Cal Administrative Activities share of cost incentive payments.

History/Background: State and federal law allows local government agencies to claim a share of cost for perform activities that increase access to Medi-Cal and Medi-Cal covered services. The program, Medi-Cal Administrative Activities (MAA), strengthens the local health care system by providing a monetary incentive to participating agencies and organizations for activities such as outreach, program planning, and transportation related to Medi-Cal covered services. These activities enhance the health of our population by insuring those eligible for health care coverage are enrolled and all members of the population have better access to services. PCPHA is the designated local government agency for claiming MAA funding on behalf of local entities in Plumas County.

Each year Public Health contracts with qualified non-profit organizations to provide Medi-Cal Administrative Activities (MAA) activities throughout the county. Claiming and invoicing to the state for MAA related activities can only be done after the close of the fiscal year in which the activities occur. As a result, MAA revenues are not received in the fiscal year in which they are claimed. At this time we are asking the Board to approve invoices for prior years for MAA Activities.

Should you have any questions or need additional information, please contact me. Thank you.

Prior Year MAA claims to be paid


First Five	2009/10	First Five	2008/09	Roundhouse	2009/10	PCRIC	2009/10
1st Qtr	2,224.00	1st Qtr	748.00	1st Qtr	2,785.00	1st Qtr	7,041.00
2nd Qtr	4,623.00	2nd Qtr	950.00	2nd Qtr	1,666.00	2nd Qtr	23,135.00
3rd Qtr	4,091.00	3rd Qtr	1,092.00	3rd Qtr	2,785.00	3rd Qtr	17,424.00
4th Qtr	12,550.00	4th Qtr	1,005.00	4th Qtr	2,259.00	4th Qtr	17,904.00
	23,488.00		3,795.00		9,495.00		65,504.00
Less 15% Admin	(3,523.20)	Less 15% Admin	(569.25)	Less 15% Admin	(1,424.25)	Less 15% Admin	(9,825.60)
Total Payment to Entity	19,964.80	Total Payment to Entity	3,225.75	Total Payment to Entity	8,070.75	Total Payment to Entity	55,678.40

5

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

MEMORANDUM

October 31, 2011

From: Bob Perreault, Director of Public Works 

Subject: Request to Continue Consideration of the FRD Curbside Recycling Proposal
from November 8, 2011 to November 15, 2011

To: Nancy DaForno, Clerk of the Board of Supervisors

At the October 18, 2011 meeting of the Board of Supervisors, the Board voted to continue discussions pertaining to Feather River Disposal's (FRD's) proposal to establish a pilot program for curbside recycling in the FRD franchise area (not including La Porte) to the Board of Supervisors meeting on November 8, 2011. During the October 18th meeting, the Board also directed staff that the advice of the Task Force was necessary before the Board would make a final decision on the FRD proposal.

As of October 18th, the next meeting of the Task Force had been scheduled for Thursday, November 3, 2011.

Since October 18th, FRD has prepared and submitted additional information. However, Mr. Greg Martinelli of Waste Management, Inc. is unable to attend the November 3rd meeting of the Task Force. In fairness to FRD, I believed that Mr. Martinelli should be able to address any questions on the curbside proposal directly with the Task Force.

Accordingly, the Task Force members were surveyed to determine if a Task Force quorum could be assembled on Thurs, Nov 10, 2011 instead of Thurs, Nov 3, 2011. The results of the survey concluded that a quorum could be assembled on Thursday, November 10, 2011 in East Quincy.

The Task Force meeting is now scheduled for Thursday, November 10, 2011.

The purpose of this Memorandum is to respectfully recommend that the Board of Supervisors further continue their consideration of the FRD curbside recycling proposal until Tuesday, November 15, 2011, at which time the comments and/or recommendations of the Task Force can be available and submitted to the Board of Supervisors.

cc: Supervisor Lori Simpson, Chair
CAO Jack Ingstad
County Counsel Craig Settlemire
John Sciborski, Chair, PCIWMTF
John Kolb, Public Works