

BOARD OF SUPERVISORS

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

**AGENDA FOR MEETING OF FEBRUARY 14, 2012 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. Discussion and possible action regarding "Lake Almanor 2105 Committee" – reformation and expansion. Supervisor Thrall
- B. Discussion and possible action regarding Property Tax Neutrality Methodology and Plumas County comments to the Stewardship Council
- C. Direct staff to advertise for Request for Proposals for FY 2011-2012 Countywide Marketing Website Discussion, possible action and/or direction to staff
- D. Discussion and possible action to approve and authorize the Chair to sign a letter or adopt a Resolution for Congressional Hearing of the Natural Resource Sub-Committee to be held in Elko Nevada on Forest Service Travel Management, March 12, 2012. Supervisor Simpson
- E. Correspondence
- F. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- G. Appointments

PLUMAS COUNTY BOARDS, COMMISSIONS AND COMMITTEES

Annual appointment and/or re-appointment of members to Plumas County Boards, Commissions and Committees

2. 11:15 COUNTY ADMINISTRATIVE OFFICE – Jack Ingstad

- A. Pursuant to Board action on February 07, 2012, approve budget transfers totaling \$227,500 for FY 2011-2012 mid-year budget adjustments; and direct the department of Human Resources to issue layoff notices (20670-Library - .10 FTE Library Aide; .375 FTE Librarian; .125 FTE Fiscal Technical Service Assistant II). **Roll call vote**

DEPARTMENTAL MATTERS

B. FAIR – John Steffanic

Approve and authorize the County Administrative Officer to sign service contract S-0002 for PG&E of \$7,842.37 for emergency electrical work performed due to a major high voltage power failure in January 2011 and authorize payment of claim accordingly

C. CRITICAL STAFFING COMMITTEE – Gayla Trumbo

Consider the following recommendations of the Critical Staffing Committee: Discussion, possible action and/or direction to staff

- Refill 2.0 FTE Nursing positions in the classifications of License Vocational Nurse or Registered Nurse or Public Health Nurse I/II
- Adopt **RESOLUTION** to amend the position allocation for FY 2011-2012 within the Departments of 70301 District Attorney and Public Administrator – D.A. 20432. **Roll call vote**

D. **PLUMAS COUNTY COORDINATING COUNCIL** – Robert Perreault

Continued from February 07, 2012, consideration of the proposed Federal Advisory Committee on the implementation of the new USFS Planning Rule. Discussion, possible action and/or direction to staff

3. 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. DISTRICT ATTORNEY

- 1) Approve supplemental budget of \$20,000 for Criminal Justice Realignment revenue provided by AB 109
- 2) Adopt **RESOLUTION** to transfer the Victim Witness Program from the District Attorney to the Sheriff effective March 01, 2012, and authorize the Chair to sign the Certificate of Compliance

B. SHERIFF

Approve and authorize the Chair to sign PCSO000015 of \$25,000 between Plumas County and Dale Harris, DDS for inmate dental services and authorize payment of invoice from January 01, 2012.

Approved as to form by County Counsel

C. PUBLIC WORKS

Authorize the Director of Public Works and the County Administrative Officer to execute the Cost Recovery Agreement between Plumas County and the U.S. Forest Service for NEPA, Design Review, and approval for the Snake Lake Road Bridge Replacement Project, Work Order No. 470, C.R. 435 over Spanish Creek, Meadow Valley

D. ELECTIONS

Adopt **RESOLUTION** amending Resolution No. 12-7749 as submitted by the West Almanor CSD correcting parcel numbers due to typographical error for a special tax measure to be submitted to the voters on May 08, 2012

E. BOARD OF SUPERVISORS

Approve Blue Star Moms to be exempt from use fees for Chester Memorial Hall

4. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Pending litigation - Mia F., Christian B., et al v. Jack Ingstad, County of Plumas, et al, Plumas Superior Court Case No. CV11-00314
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Department Employees Association, Operating Engineers Local #3, and Confidential Employees

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, February 21, 2012, Board of Supervisors Room 308, Courthouse, Quincy, California.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

ORIGINAL 2A

Department: VARIOUS

Dept. No:

Date: _____

The reason for this request is (check one):

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

Approval Required

Board

Board

Board

CAO

CAO

X TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund # Dept # Acct # Account Name \$ Amount

SUPPLEMENTAL REVENUE ACCOUNTS

Fund # Dept # Acct # Account Name \$ Amount

16

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
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Fund # Dept # Acct # Account Name \$ Amount

Supplemental budget requests require Auditor/Controller's signature.

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

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
 (Auditor's Use Only)

Department: VARIOUS Dept. No: _____ Date: _____

The reason for this request is (check one):

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

Approval Required

Board
 Board
 Board
 CAO
 CAO

TRANSFER FROM OR XX SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
	20705	48000	transfer	5,352
	20190	48621	GF Contrb	71,798
	20190	43092	grounds rental	(25,000)
	20190	48000	trans	(14,200)
	20830	48621	GF Contrib	(50,000)
	20031	48000	trans	72,685
	70330	4861	GF Contrib	(130,000)
				\$
				(69,365)
				Total (must equal transfer to total)

TRANSFER TO OR XX SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
	20705	521700	misc exp	5,352
	20190	525000	overhead	32,598
	20830	528400	contingency	(50,000)
	20031	584960	cont fair	71,798
	20220	51000	reg wages	887
	70330	51000	reg wages	(130,000)
				\$
				(69,365)
				Total (must equal transfer from total)

Supplemental budget requests require Auditor/Controller's signature *MMW*

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



Plumas-Sierra County Fair

JB

204 FAIRGROUNDS ROAD QUINCY, CA 95971-9462
(530) 283-6272 FAX (530) 283-6431 <http://www.plumas-sierracountyfair.net>

MEMORANDUM

DATE: January 31, 2012

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-0002 and authorize for payment to PG&E for emergency work that has already been completed on the high voltage electrical failure affecting most of the fairgrounds including Headstart and the Mineral Building.

Discussion

Work was done on an emergency basis to restore power to Headstart and the Mineral Building back in January 2011, so that they could continue to operate uninterrupted.

The Fairgrounds did not receive an invoice for this work until November 2011.

Thank you for your consideration,

John Steffanic
Fair & Event Center Manager

Jc

**PLUMAS COUNTY CRITICAL STAFFING
COMMITTEE**

Robert Meacher, Jack Ingstad and Gayla Trumbo

DATE: **February 6, 2011**

TO: **The Honorable Board of Supervisors**

FROM: **Critical Staffing Committee**

SUBJECT: **AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
FEBRUARY 14, 2011.**

**RE: CRITICAL STAFFING REPORT AND POSSIBLE ACTION
REGARDING:**

- 1. REFILL 2.0 FTE LICENSES VOCATIONAL NURSE OR
REGISTERED NURSE OR PUBLIC HEALTH NURSE I OR II.**
- 2. APPROVE RESOLUTION TO AMEND THE 2011-2012 POSITION
ALLOCATION BY .84 FTE DEPARTMENT FISCAL OFFICER I IN
DISTRICT ATTORNEY DEPARTMENT 70301, AND .16 FTE
DEPARTMENT FISCAL OFFICER I, PUBLIC ADMINISTRATOR-DA
20432 TO REFLECT FLEXIBLY ALLOCATED AS A DEPARTMENT
FISCAL OFFICER I OR II AS REQUESTED IN REORGANIZATION.**

RECOMMENDED THAT THE BOARD:

1. Approve the recommendation of the Critical Staffing Committee to refill the 2.0 FTE Nursing positions in the classifications of License Vocational Nurse or Registered Nurse or Public Health Nurse I or II.
2. Adopt resolution to amend the position allocation for 2011-2012 to reflect .84 FTE District Attorney Department #70301 and .16 FTE Public Administrator-DA Department 20432 Department Fiscal Officer as flexibly allocated as a I or II.

BACKGROUND AND DISCUSSION

Critical Staffing Committee has reviewed request from the Public Health Department and the District Attorney. The first request before you today is to refill 2.0 FTE nursing positions within the County Health Department. The Health Department received a resignation of one of their nurses in December. This position is allocated and funded through the 2011-2012 fiscal year. This position is to cover the public health clinic by performing duties such as family planning, immunizations, student health services, and services to walk-in clients.

The second nursing position became vacant in January due to a termination of a probationary employee. 50% of this position is to provide health services to inmates of Plumas County Correctional Facility. The remaining 50% of this position is 15% Pandemic Influenza Preparedness and 35% assigned to Public Health Emergency Preparedness. This position is also allocated and funded through 2011-2012.

After review of the information provided by the Health Director, Ms. Hall it is the recommendation of this Committee to refill the 2.0 FTE nursing positions.

District Attorney, David Hollister, provided a request to reorganize his department by flexibly allocating 1.0 FTE Department Fiscal Officer I or II. Currently the District Attorney has 1.0 FTE Department Fiscal Officer I which is allocated between two budget codes under the District Attorney. The breakdown is .84 FTE Department Fiscal Officer I, allocated to the District Attorney budget code 70301 and .16 FTE Department Fiscal Officer I, allocated to the budget of Public Administrator-DA 20432. This position as you will see in the backup material is responsible for tracking seven budgets in the amount of \$1,167,978. In addition further statistical task have been added due to the Criminal Justice Realignment (AB109).

In the backup material you will see that the annual cost increase of salary and benefits is \$6,408. This amount will be covered under the Criminal Justice Realignment (AB 109) and a Federal JAG grant. A follow-up question was asked by the Critical Staffing Committee. "Could the DA use the same funding sources identified in the questionnaire, to covering the cost of the increase in wages and benefits for the Department Fiscal Officer II position, to cover or offset General Fund expenses currently?" The answer we received was AB109 cannot fund any kind of supplanting but it can fund the difference between current costs of the Department Fiscal Officer I and new cost of Department Fiscal Officer II. The Federal JAG grant can also fund those cost.

It is the recommendation of the Critical Staffing Committee to approve the request of the District Attorney to flexibly allocate a Department Fiscal Officer I or II at a .84 FTE DA-70301 and .16 FTE Public Administrator-DA 20432.

RESOLUTION NO. _____

**RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION ALLOCATION FOR
BUDGET YEAR 2011-2012 WITHIN THE DEPARTMENTS OF 70301 DISTRICT
ATTORNEY AND PUBLIC ADMINISTRATOR – D.A. 20432**

WHEREAS, the Board of Supervisors, through adoption of the budget allocates positions for the various county departments each fiscal year; and

WHEREAS, during the fiscal year the Board of Supervisors may amend the position allocation by resolution; and

WHEREAS, the District Attorney, David Hollister would like to reorganize his fiscal staff so that he may have 1.0 FTE flexibly allocated as a Department Fiscal Officer I or II; and

WHEREAS, due to the tracking and reporting requirements of various funding sources, departments, and the supervision of assigned staff in both the District Attorney's Department, it is felt that it would be in the best interest of the Department to have 1.0 FTE flexibly allocated to a Department Fiscal Officer I or II; and

WHEREAS, the overall total FTEs for the District Attorney's Department will not change but will remain at the same level as approved with the 2011-2012 Budget.

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

Approve the amendments to the Position Allocation for budget year 2011-2012 to reflect the following:

<u>District Attorney 70301 Criminal</u>	<u>FROM</u>	<u>TO</u>
Department Fiscal Officer II or	0	0.84
Department Fiscal Officer I	1.64	0.80

Public Administrator – D.A. 20432

Department Fiscal Officer I or II	0.16	0.16
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The foregoing Resolution, was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of February, 2012 by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Executive Clerk/Board of Supervisors

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Why is it critical that this position be filled at this time?
- How long has the position been vacant?

The department currently has two nursing vacancies due to a voluntary termination in December and termination of a probationary employee on January 3, 2012.

One of the vacant positions is assigned to provide health services to inmates of the Plumas County Correctional Facility. 50% of this position is funded by the Plumas County Sheriffs Office through a subcontract with North Fork Family Medicine. The remainder of this position is under contract with CDPH Emergency Preparedness Office federal originated funding for public health preparedness, with 15% assigned to Pandemic Influenza Preparedness and 35% assigned to Public Health Emergency Preparedness. These CDC EPO grants have just begun Year 1 of a 5 Year funding cycle. Plumas County has already received its CDPH EPO allocation for 2011/12.

The other position provides clinic support for family planning, immunization, and student health services clients, and also acts as Nurse of the Day for call-in and walk-in clients. It is funded by health fees and other earned revenue. Additionally, the employee in this position was on unpaid leave all of this fiscal year before resigning in December, leaving the department with 6 months of savings in wages and benefits for this position. It has been a challenge having existing staff and limited extra help cover clinic duties.

- Can the department use other wages until the next budget cycle?

All positions are budgeted and funded in the current year. Any positions that are not filled permanently could be filled by extra help by moving regular wages to other wages

There are many technical aspects to public health clinic vacant positions that require extensive training. We are not in a position to expend resources to train non-permanent staff on an ongoing basis. Ongoing vacancies can potentially cause stress to the agency, and have created issues with staff morale. Having fewer staff than needed also presents safety and liability concerns. The strain on all staff to balance their regular required duties with additional assignments has

resulted in an atmosphere of tension and anxiety in the past, particularly when staff know grant funding exists and will be lost if positions are not filled.

- What are staffing levels at other counties for similar departments and/or positions?

Compared to regional counties and counties of similar size, we have a very small clinic/nursing staff.

- What core function will be impacted without filling the position prior to July 1?

Patient services, jail medical services, lack of compliance with local, state and federal contracts, and delayed or incomplete grant compliance, billing and administration are all results of these ongoing vacancies. The negative impacts to our agency will exacerbate if the vacancies continue.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

Not filling the grant funded positions will cost the department funds that cannot be drawn down from grants, as we cannot bill for a position unless we have spent the funds. It can be argued that these are not funds lost because we don't have to expend the funds to pay the position if it is vacant. However, the county has lost the value of the services being provided to local residents. We will also experience material losses in delays in billing and revenue, exacerbating cash flow issues.

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

Funding cuts have impacted our agency in every area and caused our staff to take on much more than they ever have before. But due to diligence in responsible fiscal planning with the highest commitment to public services, our clients perceive little or no difference in the scope of services they receive. Our current and potential budget reductions will not impact other county departments at this time. All state and federal grant funds are tied by contract to deliverables and staffing positions. If these funds are lost, the county is not responsible for providing the work and staff to accomplish contracted health service deliverables.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

- Does the budget reduction plan anticipate the elimination of any of the requested positions?

No.

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

N/A. All positions requested are fully funded by contract for the 11-12 fiscal year. Filling these positions helps PCPHA draw down grant revenue, which in turn helps support the county general fund by nearly half a million dollars in overhead payments.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

Yes. *The cash reserves for the last three years are as follows:*

08/09	\$547,290
09/10	\$553,774
10/11	\$556,400

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

1. Is there a legitimate business, statutory or financial justification to fill [reorganize] the position?
 - o A Reclassification request was submitted in January of 2011.
 - o The department has a statutory responsibility to prosecute criminals and to meet the needs of criminal justice realignment and this employee plays a critical role in meeting that responsibility with budget, statistical and personnel support for the department head.
2. Why is it critical that this position be filled [reorganized] at this time?
 - o The level and complexity of the work performed is long overdue. The employee has been managing seven budget units including all budgets, claims and deposits as well as grant compliance for four grants and statistics for seven programs:

■ District Attorney	920,000
■ Anti-Drug Abuse	33,000
■ Insurance Fraud	6,000
■ Vertical Prosecution	34,264
■ Public Administrator	36,702
■ Victim Witness	126,584
■ Marriage Lic. Fees	11,428
Total 1,167,978	
 - o Criminal Justice Realignment has added another significant statistical task that must be initiated, analyzed and disseminated within and outside the department to other criminal justice partners.
 - o This employee is cross-trained in the Public Administration of the estates of deceased persons and over the last two years has arranged for the sale of two very distressed properties bringing in fees for the County of \$9,197 in addition to delinquent property taxes of \$23,100.
 - o This employee is managing an estate that will bring in many thousands of dollars sometime in the next two years.
 - o This employee is almost entirely self-directed and is adept at analyzing and administering increasingly complex projects and tasks.
 - o This employee has averted a serious personnel grievance due to her sensitive and prudent handling of staff. She is a constantly valuable asset to the department head in her understanding of personnel rules, other county rules and procedures.
3. How long has the position been vacant? (not applicable)
4. Can the department use other wages until the next budget cycle?

- No additional county general funds will be needed for this position for this fiscal year and next due to grants and savings directly attributable to this employee.
- 5. What are staffing levels at other counties for similar departments and/or positions?
 - This is probably not comparable to other counties due to the additional Public Administrator duties.
- 6. What core function will be impacted without filling the position prior to July 1?
 - Complex projects and tasks will not be fairly remunerated as they haven't for the last year at least.
- 7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
 - Unknown
- 8. A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
 - Not applicable but this employee provides valuable assistance and support to other criminal justice partners including the Sheriff, Probation and the A&D Strategic Planning process.
- 9. Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?
 - No. There have been no audit exceptions since this employee came here 15 years ago. In fact, she was hired to sort out an exception in which she succeeded within two months.
- 10. Does the budget reduction plan anticipate the elimination of any of the requested positions? Not applicable.
- 11. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
 - The increase in payroll costs will be covered by a federal grant and by criminal justice realignment funds for this fiscal year and the next. The annual cost for one year is \$5,741 in wages and \$667 in benefits for a total of \$6,408.
- 12. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
 - The department has no formal reserve but due to careful management by this employee there is a fund balance of about \$30,000 at this time.

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PLUMAS COUNTY COORDINATING COUNCIL

AGENDA REQUEST

for the February 7, 2012 Meeting of the Plumas County Board of Supervisors

Date: January 30, 2012

To: Honorable Board of Supervisors

From: Robert Perreault, Vice Chair, PCCC



Subject: Consideration of Membership of the Plumas County Coordination Council

Background:

Based on County Resolution 08-7514, and subsequent decisions of the Board of Supervisors, the current membership of the PCCC is comprised as follows:

Supervisor Sherri Thrall

Supervisor Terry Swofford

Director, Department of Planning and Building Services (ex-officio)

Director, Department of Public Works (ex-officio)

General Manager, Plumas County Flood Control & Water Conservation District (ex-officio)

Mr. Frank Stewart

The PCCC selects the Chair and Vice Chair for the Council from the members listed above.

In January 2012, the former General Manager, PCFC&WCD, has tendered his resignation from the employ of the County, thus resulting in a vacancy on the Council. The currently vacant position of General Manager, PCFC&WCD, is not presently scheduled for immediate filling. The same individual was also serving as Chair of the Council.

This situation was considered and discussed by the Council during its meeting of January 6, 2012.

The following is extracted from the DRAFT minutes of the 1-6-2012 Meeting of the PCCC:

“3. Plumas County Coordinating Council (PCCC) Organization

Bob Perreault explains that the PCCC is an advisory committee to the Plumas County Board of Supervisors, who have the authority to appoint and remove members of the PCCC. Mr. Perreault informs the Council that PCCC Chair,



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: Approval of Supplemental Budget for AB109
DATE: February 14, 2012

Recommendation:

The District Attorney's Office requests approval of a Supplemental Budget funded by Criminal Justice Realignment of \$20,000 revenue provided by Assembly Bill 109 (AB109).

Background and Discussion

As you know, California is implementing an extensive transfer of responsibility for housing low level offenders and parolees to county supervision in order to decrease prison crowding and improve recidivism rates. This change in California law is called Criminal Justice Realignment (CJR) which was authorized by Assembly Bill 109 in July of last year.

New Activities Supporting Realignment

Perhaps the greatest need in the implementation of CJR and AB109 is the ability to monitor the impact of realignment on the criminal justice system and public safety. Appropriate monitoring allows public safety partners to identify successes and correct deficiencies in realignment implementation going forward.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Dept. District Attorney

Dept. No.: 70301

Date: 12/9/11

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

TRANSFER FROM OR

X SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO:

Supplemental budget requests require Auditor/Controller's Signature

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



3AJ 3B
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: Victim Witness Transfer to the Sheriff's authority

DATE: February 14, 2012

Recommendation:

Request approval for a Resolution to transfer the Victim Witness Program from the District Attorney's Office to the Sheriff's Office on March 1, 2012. Please also have the Board Chair sign the Certificate of Compliance with certain laws routinely abided by the County.

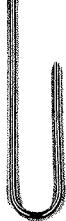
Background and Discussion:

There are two compelling reasons to move the Victim Witness Program to the Sheriff's Office. One: the District Attorney is unable to cover the A-87 Cost Plan overhead charges and the Sheriff can. Two: the Building Official has limited the number of people who should be located on the Fourth Floor to ten; the District Attorney currently has nine and with Victim Witness the number comes to eleven.

There is not any way around either of these two issues. The Sheriff and the District Attorney have been working closely on this transfer and both are in agreement. The Victim Witness grantor, the California Emergency Management Agency (CalEMA) has agreed to the transfer. In order to transfer the grant to the supervision of the Sheriff mid-year, CalEMA requires a Board Resolution designating the Sheriff as the lead agency for the VW Program as of March 1, 2012. The Resolution has been approved as to form by the County Counsel.

The Victim Witness Grant requires the Chair of the Board of Supervisors to sign a Certificate of Assurance of Compliance with several laws, which the County of Plumas routinely abides by, including the Equal Employment Opportunity Act, the Drug-Free Workplace Act of 1990, the California Environmental Quality Act, and other similar governmental requirements. The original of this document is on file with the Clerk of the Board and has been approved as to form by County Counsel.

Please approve the Resolution and Certificate of Compliance for the Victim Witness Program to be transferred to the Plumas County Sheriff on March 1, 2012.



RESOLUTION No. 12-

WHEREAS the Plumas County Board of Supervisors desires to undertake a certain project designated Plumas County Victim Witness Program to be funded from grants made available through the California Emergency Management Agency (hereafter referred to as Cal-EMA); and

WHEREAS, the Plumas County Victim Witness Program is currently administered by the Office of the District Attorney; and

WHEREAS, the Plumas County Board of Supervisors desires to transfer administration of the Plumas County Victim Witness Program from the Office of the District Attorney to the Sheriff of Plumas County.

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of Plumas County is authorized, on behalf of the Board, to administer the grants provided by Cal-EMA related to the Plumas County Victim Witness Assistance Program and is authorized to sign and approve any Grant Award Agreements with Cal-EMA including extensions or amendments thereof effective March 1, 2012.

BE IT FURTHER RESOLVED that any liability arising out of the performance of these Grant Award Agreements, including civil court actions for damages, shall be the responsibility of the Plumas County Sheriff and the County of Plumas, in that the State of California and Cal-EMA disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on February 14, 2012 by the following:

Vote:

Ayes:

Noes:

Absent:

Signature:

Robert Meacher, Chair
Plumas County Board of Supervisors

Date: _____

ATTEST:

NANCY DAFORNO, Clerk of the Board
Plumas County Board of Supervisors

Date: _____



Office of the Sheriff

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

3B

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: January 30, 2012

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Items for the meeting of February 14, 2012

It is recommended that the Board:

Approve and sign contract #PCSO00015 between the Plumas County Sheriff's Office (PCSO) and Dale Harris, DDS in the amount of \$25,000 and authorize the Auditor to pay invoices back to January 1, 2012.

Background and Discussion:

The term of this contract is 01/01/12 – 12/31/12. This purpose of this agreement with Dale Harris, DDS is to provide dental services to Jail inmates as required by law.

**PROFESSIONAL SERVICES AGREEMENT
FOR
DENTAL SERVICES**

THIS AGREEMENT is made and entered into this 1st day of January, 2012 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and Dale Harris, DDS, an individual ("Contractor").

WITNESSETH:

WHEREAS, County proposes to have Contractor perform dental services for inmates at the Plumas County Correctional Center as described herein below; and

WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

WHEREAS, County and Contractor desire to contract for these specific services and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

WHEREAS, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless County

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CONTRACTOR INITIALS DH

from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Contractor acknowledges that County may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Twenty-Five Thousand and No/100 Dollars (\$25,000.00).

2.2 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.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such

additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and end on March 15, 2013, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Contractor for professional services satisfactorily performed up to and including the date of County's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County.

within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. Contractor and County agree to the following with respects to insurance provided by Contractor:

- (a) Contractor agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Contractor also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Contractor in relation to this agreement.
- (b) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any

other insurance or self insurance available to County.

- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

5.3. Certificates of Insurance. Contractor shall provide to County certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by County, prior to performing any services under this Agreement.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications

concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Dale Harris, DDS
78 Central Ave.
Quincy, CA 95971

Tel: (530) 283-0980

IF TO COUNTY:

County of Plumas
1400 E. Main St.
Quincy, CA 95971

Tel: (530) 283-6361
Attn: Roni Towery

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees,

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damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California

Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.13. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective
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successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

6.25. Contract Superceded. As of the Effective Date, this contract supercedes and replaces in its entirety that certain Standard Services Agreement between the County and Contractor with an effective date of March 16, 2011. Such Standard Services Agreement shall be considered immediately terminated as of the Effective Date by mutual agreement of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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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

Chair, Board of Supervisors

Date: _____

CONTRACTOR

Dale Harris DDS
Dale Harris, DDS

Date: 1/30/12

APPROVED AS TO FORM:
Office of the County Counsel

Stephen L. Mansell
Stephen L. Mansell, Deputy County Counsel

Date: 1/26/12

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE

1. Provide dental services to inmates at the Plumas County Correctional Center. Such services shall be on an as-needed basis upon request of the County. County shall contact Contractor's office to schedule services under this Agreement. Inmates will be transported to the Contractor's office at the expense of the County.
2. The following dental services shall be provided at the fees listed, each such fee being a flat, all-inclusive fee for that particular service:

Oral evaluation (exam): \$60
Intra Oral X-Rays (each): \$25
Panographic X-Ray (whole mouth): \$90
Simple extraction: \$115
Surgical extraction: \$225
Silver filling: \$145
Composite filling (white): \$170
Mouth debridement (scale) of teeth: \$75
Root canal treatment: \$600
Emergency after hours (office visit): \$125

3. Contractor shall provide an estimate for denture work and tooth replacement upon request of the County.

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

ASST. DIRECTOR

JOE BLACKWELL
DEPUTY DIRECTOR

CONSENT AGENDA REQUEST

for the February 14, 2012 meeting of the Plumas County Board of Supervisors

February 6, 2012

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works *Robert A. Perreault*

Subject: **Cost Recovery Agreement between Plumas County and US Forest Service for NEPA, Design Review and Approval for the Snake Lake Road Bridge Replacement Project – Work Order #470, Snake Lake Road, C.R. 435, over Spanish Creek, one mile east of Meadow Valley**

Background:

The Snake Lake Road Bridge is programmed for replacement under the Federal Highway Administration's Highway Bridge Program (HBP). Snake Lake Road and bridge cross Federal lands per the terms and conditions of the road and bridge easement received from the U.S. Forest Service in 1975. The terms of the easement require the review and approval of the U.S. Forest Service for any construction or reconstruction projects within the easement.

To date, County Engineering staff, consultants and the Plumas National Forest Engineering and Technical Specialists have cooperated in the preliminary environmental review for the proposed bridge replacement. In order to finalize the required NEPA document, the U.S. Forest Service must review and approve the technical studies including archaeological, biological and botanical reports. In addition, prior to the County advertising the project for construction bids, the Regional Forester for Region 5, must approve the final plans and specifications.

The proposed Cost Recovery Agreement allows the U.S. Forest Service to be reimbursed for staff time at the Mt. Hough Ranger District, the Plumas National Forest Supervisor's Office and the Regional Office for the review of the NEPA documents and review and approval of the bridge plans. The agreement allows for reimbursement of eligible costs to a maximum amount of \$35,395.93 for a period ending on 12/31/14.

The funding for this agreement is per the approved budget for W.O. #470 in the Department's construction projects listing. The bridge replacement project is funded 88.53% with HBP funds and 11.47% with Prop. 1B funds, previously received from the State Infrastructure Bond program. For this agreement the budget breakdown is as follows:

HBP = \$31,336.01
Prop. 1B = \$ 4,059.92

Public Works Engineering staff estimates that approximately \$17,000 will be expended in the current fiscal year and that the remainder will be expended in FY 12/13.

The proposed Cost Recovery Agreement has been reviewed and approved by the Office of County Counsel

A copy of the proposed 3-page Agreement, without appendices and related back-up documentation, is attached.

A copy of the proposed Cost Recovery Agreement, including appendices and related back-up documentation, is on file with the Clerk of the Board of Supervisors, and is available for public review, upon request.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works and CAO to execute the Cost Recovery Agreement with the U.S. Forest Service for the Snake Lake Road Bridge project.

Attachment

Agreement Number: 12MJ-11051102823 TIN:	
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FS-2700-26 (05/09)
USDA Forest Service
OMB No. 0596-0082

CATEGORY 6 MAJOR COST RECOVERY AGREEMENT

Between

USDA, FOREST SERVICE, Plumas National Forest National Forest,
and Plumas County

This agreement is entered into between the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, Plumas National Forest (the Forest Service), and the Plumas County (the applicant) under 36 CFR 251.58.

A. RECITALS

1. On November 7, 2011, the Forest Service accepted the applicant's application for use and occupancy of National Forest System lands (hereinafter "the application"), which is enumerated in Appendix A. The Forest Service shall assess the applicant a cost recovery fee for the agency's costs to process the application.
2. The Forest Service has determined that the fee for processing the application falls within category 6 under the applicable Forest Service processing fee schedule and/or that the fee for monitoring the applicant's special use authorization falls within category 6 under the applicable Forest Service monitoring fee schedule.
4. The geographic area to be covered by this agreement is T 24N, R8E, Section 12, Snake Lake Road, County Road 422, Snake Lake Bridge over Spanish Creek. See Appendix B.
5. The application has been submitted or the applicant's special use authorization is being issued under an authority other than the Mineral Leasing Act, and the applicant has not waived payment of reasonable costs. Therefore, the Forest Service is entitled to recover its full reasonable costs incurred in processing the application or monitoring the authorization.
6. Payment of a processing fee by the applicant does not obligate the Forest Service to authorize the applicant's proposed use and occupancy. If the application is denied or withdrawn in writing, the applicant is responsible for costs incurred by the Forest Service in processing the application up to and including the date the agency denies the application or receives written notice of the applicant's withdrawal. If the applicant withdraws the application, the applicant also is responsible for any costs subsequently incurred by the Forest Service in terminating consideration of the application.
7. The Forest Service shall determine the appropriate level of environmental analysis for the application and inform the applicant prior to initiating the environmental analysis.
8. Information associated with this agreement may be released to the public in accordance with the provisions of the Freedom of Information Act and Privacy Act.

PART I - PROCESSING FEES

B. BASIS FOR PROCESSING FEES

Processing fees for the application are based upon the direct and indirect costs that the Forest Service incurs in reviewing the application, conducting environmental analyses of the effects of the proposed use, reviewing any applicant-generated environmental documents and studies, conducting site visits, evaluating the applicant's technical and financial qualifications, making a decision on whether to issue the authorization, and preparing documentation of analyses, decisions, and authorizations for the application. The processing fee for the application shall be based only on costs that

are necessary for processing the application. "Necessary for" means that but for the application, the costs would not have been incurred. The processing fee shall not include costs for studies for programmatic planning or analysis or other agency management objectives, unless they are necessary for processing the application. Proportional costs for analyses, such as capacity studies, that are necessary for the application may be included in the processing fee.

C. AGREEMENT

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for processing the application and an estimate of the agency's costs to process the application, which will be incorporated into this agreement as Appendix C. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the estimate of the agency's processing costs shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.
2. Environmental Analysis. The Forest Service shall supervise the preparation of the environmental analysis associated with the application in compliance with applicable legal requirements, including public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service shall endeavor to foster cooperation among other agencies involved in the process, and to integrate National Environmental Policy Act requirements and other environmental review and consultation requirements to avoid, to the fullest extent possible, duplication of efforts by those agencies. However, the Forest Service shall not delegate to any other agency its authority over the scope and content of the environmental analysis, or approval or denial of the application.
3. Billing. The Forest Service shall bill the applicant prior to commencement of work. The applicant agrees to pay the estimated processing fee of \$35,395.93.
4. Payment. The applicant shall pay the estimated processing fee within 30 days of the date the bill for the fee is issued. The Forest Service shall not initiate processing the application until the estimated processing fee is paid. If the applicant fails to pay the estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.
5. Statement of Costs. The Forest Service shall annually report costs incurred for processing the application by providing a financial statement from the agency's accounting system to the applicant.
6. Underpayment. When the estimated processing fee is lower than the full actual costs of processing an application submitted under the Mineral Leasing Act, or lower than the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the applicant shall pay the difference between the estimated and full actual or reasonable processing costs within 30 days of billing.
7. Overpayment. If payment of the processing fee exceeds the full actual costs of processing an application submitted under the Mineral Leasing Act, or the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the Forest Service shall either (a) refund the excess payment to the applicant or (b) at the applicant's request, credit it towards monitoring fees due.
8. Disputes
 - a. If the applicant disagrees with the estimated dollar amount of the processing costs, the applicant may submit a written request before the disputed fee is due for substitution of alternative estimated costs to the immediate supervisor of the authorized officer who determined the estimated costs. The written request must include supporting documentation.
 - b. If the applicant pays the full disputed processing fee, the Forest Service shall continue to process the application during the supervisory officer's review of the disputed fee, unless the applicant requests that the application processing cease.
 - c. If the applicant fails to pay the full disputed processing fee, the Forest Service shall suspend further processing of the application pending the supervisory officer's determination of an appropriate processing fee and the applicant's payment of that fee.
 - d. The authorized officer's immediate supervisor shall render a decision on a disputed processing fee within 30 calendar days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of

administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

9. Lack of Administrative Appeal. A decision by an authorized officer to assess a processing fee or to determine the estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of alternative estimated costs likewise is not subject to administrative appeal.

10. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

11. Expiration and Termination. This agreement expires on 12/31/2014. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

12. Principal Point of Contact. The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is Jonathan Berry, 530-283-7853.

The applicant's contact is John Mannle, 530-283-6498.

This agreement is accepted subject to all its terms and conditions.

Plumas County title of applicant	Date
EARL W. FORD Forest Supervisor USDA, Forest Service	Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

3D

RESOLUTION NO. 2012-_____

**A RESOLUTION AMENDED FROM PREVIOUSLY ADOPTED
RESOLUTION NO. 2012-7749 AUTHORIZING THE PLUMAS COUNTY
CLERK TO CONDUCT A SPECIAL VOTE BY MAIL ELECTION ON
MAY 8, 2012, WITHIN THE BOUNDARIES OF THE WEST ALMANOR
COMMUNITY SERVICES DISTRICT, PLACING A MEASURE BEFORE
THE VOTERS IN THE DISTRICT, EXTENDING AND INCREASING THE
SPECIAL TAX FOR A PERIOD OF 7 YEARS, FOR EMERGENCY MEDICAL
SERVICES, FIRE PROTECTION AND PREVENTION**

WHEREAS, the West Almanor Community Services District (hereinafter "District") has adopted and forwarded to the County Clerk a resolution, (see copy attached hereto and made part of), requesting that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct a special election on May 8, 2012, as set forth in Resolution #12-02, 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 period of 7 years 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 \$195.00 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, 108-010-008, 108-010-015, 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 108-320-009, 108-320-035 and 108-320-042, 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:

1. The ballot measure set forth in the attached Resolution #12-02, authorized by the Board of Directors of the West Almanor Community Services District, which is incorporated herein by reference in its entirety, is hereby set for May 8, 2012, for a Special Vote By Mail Election and shall require a two-thirds vote of the voters voting to approve the special tax.

2. The Plumas County Clerk is requested to conduct a Vote By Mail election within the boundaries of the West Almanor Community Services District, including preparation and publication of all legal notices, providing necessary supplies and equipment, preparation 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 advance payment or reimbursement from the District.

The foregoing resolution was adopted on _____, 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:

Nancy DaForno, Clerk to the Board



WEST ALMANOR COMMUNITY SERVICES DISTRICT

947 Long Iron Drive

Chester, CA, 96020

(530) 259-5112

Email: westalmanorfd@citlink.net

Randel Fluke, Fire Chief

COPY

Resolution 12-02

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST ALMANOR COMMUNITY SERVICE DISTRICT AMMENDING RESOLUTION 11-06, THE SPECIAL TAX FOR EMERGENCY MEDICAL SERVICES, FIRE PROTECTION AND PREVENTION.

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST ALMANOR COMMUNITY SERVICE DISTRICT REQUESTING THAT THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZE THE COUNTY CLERK TO CONDUCT AN ELECTION TO CONSIDER EXTENDING FOR A PERIOD OF 7 YEARS, THE SPECIAL TAX FOR EMERGENCY MEDICAL SERVICES, FIRE PROTECTION AND PREVENTION.

WHEREAS, the Board of Directors for **West Almanor Community Services District** recommends that an election be held for the purpose of increasing the per parcel special tax from \$90.00 to \$195.00 per year beginning in fiscal year 2012-2013 and continuing each year for a period of 7 years,

WHEREAS, the Board of Directors for **West Almanor Community Services District** adopted Resolution 11-06 on the 7th of December 2011 and it has been noted that a typographical error occurred in the wording of said measure that must be corrected.

NOW, THEREFORE, BE IT RESOLVED by the **Board of Directors of the West Almanor Community Services District**, that:

1. An election is called for the purpose of approving a special tax to insure adequate emergency medical response, fire protection and prevention and hazardous material responses. The District requests that this election be May 8, 2012 as a Special Election, and conducted by mail ballot. The County Clerk is authorized to recover expenses for the election service performed, by advance payment or reimbursement from the District.
2. The measure submitted to the voters within the boundaries of the District 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 period of 7 years 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 \$195.00 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, 108-010-008, 108-010-015, 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 108-320-009, 108-320-035 and 108-320-042 said tax will be collected along with the Plumas



WEST ALMANOR COMMUNITY SERVICES DISTRICT

947 Long Iron Drive

Chester, CA, 96020

(530) 259-5112

Email: westalmanorfd@citlink.net

Randel Fluke, Fire Chief

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?"

The foregoing resolution was duly PASSED AND ADOPTED by the Board of Directors of the West Almanor Community Services District, at a meeting of said Board held on the 31st day of January, 2012 by the following vote:

AYES: FORDING, KNUTSEN, FRICKE,

NOES: NONE

ABSENT: GONZALES, FULLERTON

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

Richard Fording, President

West Almanor Community Services District Board of Directors

ATTEST: Georgia A. Knutson
Georgia Knutson, Board Secretary

Date: 1-31-12

RECEIVED

FEB 01 2012

KATHLEEN WILLIAMS,
PLUMAS CO. CLERK-RECORDER