

## **BOARD OF SUPERVISORS**

Terrell Swofford, Chair 1<sup>st</sup> District

Kevin Goss, 2<sup>nd</sup> District

Sharon Thrall, 3<sup>rd</sup> District

Lori Simpson, 4<sup>th</sup> District

Jon Kennedy, Vice Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF OCTOBER 01, 2013 TO BE HELD AT 9:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

### **AGENDA**

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

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

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

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

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



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

9:00 A.M. CALL TO ORDER/ROLL CALL

**1. CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment – Director of Mental Health
- 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 Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

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

**STANDING ORDERS**

10:00 A.M. PLEDGE OF ALLEGIANCE

**ADDITIONS TO OR DELETIONS FROM THE AGENDA**

**PUBLIC COMMENT OPPORTUNITY**

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

**DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

Brief announcements by, or brief reports on their activities by County Department Heads

**ACTION AGENDA**

**Convene as the Flood Control & Water Conservation District Governing Board**

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Grizzly Ranch Community Services District; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

**2. FLOOD CONTROL & WATER CONSERVATION DISTRICT – Robert Perreault**

Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff

**Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors**

### **3. BOARD OF SUPERVISORS**

- A. Appoint Interim Director of Mental Health; and direct Human Resources to begin recruitment to fill the position. Discussion and possible action
- B. Approve and authorize the Chair to sign letter to State Department of Water Resources regarding basis for increased watermaster charges. Discussion and possible action
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- E. Appointments

#### **CSAC BOARD OF DIRECTORS**

Selection of Director and Alternate for the CSAC Board of Directors 2013-2014 Association year beginning November 19, 2013

### **4. DEPARTMENTAL MATTERS**

#### **A. CLERK OF THE BOARD** – Nancy DaForno

Approve amendment of "Board of Supervisors Policy for Agenda Preparation and Submittal" as presented. Discussion and possible action

#### **B. AUDITOR/CONTROLLER** – Roberta Allen

Authorize the Auditor/Controller to prepare necessary accounting entries to close financial books for fiscal year ending June 30, 2013; and prepare the general ledger for the outside auditors. Discussion and possible action

#### **C. SOCIAL SERVICES** – Elliott Smart

1) Authorize the Department of Social Services to fill a vacant 1.0 FTE Benefits Assistance Counselor I/II; and a 1.0 FTE vacant Social Worker I/II. Discussion and possible action

#### **Adjourn as the Board of Supervisors and convene as the In Home Supportive Services Governing Board**

2) Approve and authorize the Chair to sign revised and restated contract between the Nevada-Sierra In-Home Supportive Services Public Authority and the Plumas County IHSS Public Authority for administration services provider-registry services and for program integrity support including background checks of prospective in-home care providers. Approved as to form by County Counsel

#### **Adjourn as the In Home Supportive Services Governing Board and reconvene as the Board of Supervisors**

#### **D. AGRICULTURE/WEIGHTS & MEASURES** – Tim Gibson

Approve and authorize the Chair to execute Agreement between County of Plumas and USDA Wildlife Services for FY 2012-2013 of \$56,646 for protection of livestock and property within Plumas and Sierra Counties. Approved as to form by County Counsel

#### **E. MENTAL HEALTH**

Approve and authorize the Chair to execute amendment to contract with Kingsview Corporation for increased technical support services of \$65,732 for FY 2013-2014. Approved as to form by County Counsel

### **5. SIERRA INSTITUTE**

Presentation of Plumas Energy Efficiency and Renewable Management Action Plan, an opportunity to utilize woody renewables (biomass) to provide heat to facilities with large energy demands

## **6. CONSENT AGENDA**

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

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

- 1) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Chester Jr/Sr High School Homecoming Parade on October 11, 2013 at 1:00 p.m.)
- 2) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Greenville High School Homecoming Parade on October 11, 2013 at 1:00 p.m.)
- 3) Authorize the Chair to execute a letter of support for Joe Smailes, owner of Seneca Tree Farm regarding Chips Fire damage claim

### **B. CLERK OF THE BOARD**

Approve Board minutes for September 2013

### **C. SHERIFF**

Authorize the Auditor/Controller to pay an invoice of \$59.15 to Sav-Mor for expenses incurred during a marijuana garden investigation/eradication

### **D. SOCIAL SERVICES**

Approve and authorize the Director of Social Services to sign agreement with DeMartile Automotive, Inc. for vehicle maintenance and repair for FY 2013-2014; and authorize the Director of Social Services to execute an extension of the agreement for an additional period of time not to exceed twelve calendar months at the conclusion of the current term, subject to the availability of state and federal funds.

Approved as to form by County Counsel

### **E. FACILITY SERVICES & AIRPORTS**

Approve and authorize the Chair to execute Courthouse Janitorial Contract with Tim Ringo dba Bob's Janitorial Services of \$4,500 per month beginning October 01, 2013. Approved as to form by County Counsel

### **F. MENTAL HEALTH**

- 1) Approve and authorize the Chair to execute agreement with Willow Glen Care Center for inpatient mental health services for FY 2013-2014. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign second amendment to contract with Kingsview Corporation of \$37,233 for electronic health record software and support services for FY 2013-2014. Approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Memorandum of Understanding with Sierra Cascade Family Opportunities for services to Head Start participants for FY 2013-2014. Approved as to form by County Counsel

### **G. PUBLIC HEALTH AGENCY**

- 1) Adopt **RESOLUTION** to accept Standard Agreement from the California Department of Public Health, Office of AIDS for funding for Housing Opportunities for Persons with AIDS (HOPWA) Program for Fiscal Year 2013 – 2016; and authorize the Director of Public Health to sign the Agreement and any subsequent documents pertaining to the agreement
- 2) Adopt **RESOLUTION** to accept Grant Agreement from the California Department of Public Health, Nutrition Education and Obesity Prevention Branch, and authorize the Director of Public Health to sign the Agreement and any subsequent documents pertaining to the Agreement

## NOON RECESS

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

#### A. **Solid Waste**

- 1) **PUBLIC HEARING:** Conduct a public hearing in accordance with Proposition 218 regarding the proposal to increase rates for Solid Waste Franchise Area No. 3. Discussion and possible action
- 2) **PUBLIC HEARING:** Adopt **ORDINANCE**, first introduced on September 17, 2013, Amending Article 2 of Chapter 10 of Title 6 of the Plumas County Code (rate increase of 2.36% for Solid Waste Franchise Area No. 3 – InterMountain Disposal, Inc.). **Roll call vote**

### 8. **BOARD OF SUPERVISORS**

#### A. **CONTINUED PUBLIC HEARING** from September 18, 2013 - FY 2013-2014 Plumas County Budget:

- 1) Approve Administrative and Budgetary Controls consistent with Government Code Sections 29092 and 29125 during Fiscal Year 2013-2014 as presented (Exhibit "B" of Final Budget Resolution). Discussion and possible action
- 2) Adopt **RESOLUTION** adopting the Final Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2013-2014, in Accordance with Government Code §29092, and other Budgetary Administrative Controls in Accordance with §29092. **Roll call vote**

## ADJOURNMENT

Adjourn meeting to Tuesday, October 08, 2013, Board of Supervisors Room 308, Courthouse, Quincy, California.

*2013 "The Year of the Child"*



*copy 2*

## PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

### Operations

#### **AGENDA REQUEST**

for the October 1, 2013 meeting of the PCCC Governing Board

September 23, 2013

To: Honorable Governing Board

From: Robert Perreault, Co-Manager, PCFC&WCD *Robert A Perreault*

Subject: Report on the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff.

#### **BACKGROUND**

As reported during recent, previous meetings of the Governing Board of the District, the public negotiations between the DWR and the State Water Contractors have utilized a matrix format to understand the proposals of both sides. At the last public negotiation meeting, conducted on September 17, 2013, the latest, updated matrix was distributed and further discussed.

Within that matrix, of particular concern to Plumas County is Objective No. 4. Attached is an extract from the matrix, titled, "State Water Contractors 3rd Offer (8/7/13) and DWR Counter-Proposal (9/4/13)," that was discussed during the Public Negotiating Meeting, conducted on September 17, 2013.

It is cautioned that, to date, there has not been a formal vote on the matrix, but any portion of the matrix has been available for discussion at the Public Negotiation Meetings. Also, the portion of the matrix being proposed on behalf of the State Water Contractors, including the attached text, has been authored and presented by the leadership of the SWC, Inc.

#### **RECOMMENDATION**

That the Governing Board accept and file this latest report on the Public Negotiations Project to Extend the State Water Project contracts.

**Extracted from the Matrix titled,**  
**“State Water Contractors 3rd Offer (8/7/13) and DWR Counter-Proposal (9/4/13)”**  
**(Considered during the Public Negotiating Meeting, conducted on September 17, 2013)**

Line 152	<b>Objective 4:</b> <b>BDCP and DHCCP Participation</b> <b>(Butte &amp; Plumas - 7/9/13)</b>	<b>DWR COUNTER</b> <b>OFFER - 9/4/2013</b>	<b>DWR</b> <b>Comments</b>
Line 153	<p>The Department and some State Water Project contractors are directly participating in the development of the Bay Delta Conservation Plan (BDCP) and the associated Delta Habitat Conservation and Conveyance Program (DHCCP). The details of the financing and repayment, specifically how the Department will charge each SWP contractor for future costs for implementation of the BDCP and DHCCP, has not been determined. Each contractor's participation in the implementation and financing of the BDCP and DHCCP should be voluntary. The Agreement in Principle and subsequent contract amendments should limit each contractor's obligation to fund any implementing and related BDCP and DHCCP projects to only to those contractors that agree to participate in those projects. Butte and Plumas shall not be responsible for any costs incurred by the Department for the BDCP and DHCCP unless each of them agrees to pay for such costs in the Agreement in Principle and subsequent contract amendments to the Statement of Charges.</p>		Needs further discussion

## DRAFT LETTER TO DWR RE WATERMASTER SERVICE FEES

October 01, 2013

Department of Water Resources  
Records Management Office  
1416 Ninth Street, Room 354  
Sacramento, CA 95814

Re: Request for Fee Information regarding Watermaster Services

Dear Sir or Madam:

Recently the auditors for Plumas and Sierra Counties received letters from the Department of Water Resources, requesting that fees established by DWR for watermaster services be collected by the two counties through county issued property tax bills. The fees are to be billed to property owners who are subject to the Plumas County Superior Court water rights decrees for the Middle Fork Feather River in Sierra Valley and the Indian Creek stream system, encompassing portions of Plumas and Sierra Counties. The increase in the fees is of concern to our respective counties and no doubt to the property owners being assessed the subject fee and has again prompted a discussion locally as to the options that are available to secure the delivery of these services.

In reviewing the provisions of the California Water Code, and specifically Water Code Section 4201, it is clear that the administrative cost of a service area and the distribution of water therein shall be paid by the owners of the rights to divert or store water within the service area. The Water Code establishes a process to be followed by DWR in annually preparing a budget together with a statement allocating the cost for the watermaster services to the property owners in each service area. The counties are required to collect those fees by including same on the counties' property tax bill, a duty which is clearly ministerial on the part of the counties. However, Water Code Section 4275 provides that DWR "shall certify, to the auditor and the board of supervisors of each county having a watermaster service area, or part of a watermaster service area, the amount required, in order to pay the apportionments for the ensuing fiscal year, to be levied on the land used in the storage or diversion, conveyance or distribution of the water stored or diverted under the right and the land on which the water is, or is entitled to be, used". In reviewing DWR's letter of August 9, 2013, which transmitted the statements from DWR for the subject fees, we note that DWR did not provide a copy of the budget and statement to be adopted by Water Code Section 4201, nor did DWR certify the amounts required to pay for the watermaster services, as required by the Water Code.

Subsequently, following the August 9<sup>th</sup> letter and without explanation, DWR sent an email to the two counties with a revision to the “tax assessments” (which we understand DWR means as referring to the watermaster service fees) proposing a reduction of the subject fees and then asking if the counties would “accept a revision for the tax assessments”. Again, no supporting information as to how the fees were calculated, including the budget and statement required by the Water Code was provided, nor was the amount of the (reduced) fees certified by anyone on behalf of DWR.<sup>1</sup> The fact that DWR has lowered the fees (which we understand is approximately 2/3<sup>rds</sup> of the prior amount) is of course beneficial to the property owners being assessed for these services. However, the reduction certainly raises the question as to how both the original fees were apparently erroneously calculated and whether the revised fees are in fact appropriate and accurate. It also raises a question about the lack of any certification on the part of DWR in both transmitting the original fee amounts to the counties and the subsequent revisions sent by email.

As you are no doubt aware, under the provisions of Article XIII A of the California Constitution (added by Proposition 26), the State bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bears a fair or reasonable relationship to the payor’s burdens on, or benefits received from, the governmental activity.

In order to address the questions raised by increases to the DWR fees, request is hereby made pursuant to the California Public Records Act (the PRA), California Government Code Section 6250 et. seq., for the following documents:

All documents, of whatever nature and including without limitation, all background information, data and analysis, relating to the watermaster services and the cost allocation and fees charged for and/or with regard to said program and services provided by the Department of Water Resources, with regard to the Sierra Valley Watermaster Service Area and the Indian Creek Watermaster Service Area for the 2012-13 and 2013-14 fiscal years. (If fees are based on a calendar year then the request is for records for the 2012, 2013 and 2014 calendar years). Without limiting the foregoing, the request shall also expressly encompass all records of the time expended by Department of Water Resources employees or contractors to provide services in, administer, or perform any other activities related to the Sierra Valley Watermaster Service Area and Indian Creek Watermaster Service Area for the past three (3) years.

Pursuant to California Government Code Section 6253.9, subdivision (a)(2) we request that any of the subject information that is available in an electronic format be provided in the same electronic format in which you hold the information, or in the format that has been used by your agency to create copies for your own use or for provision to other agencies. If the original format

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<sup>1</sup> We will point out that “certified” is commonly defined and understood, in part, to be a statement or affirmation that the information provided is formally confirmed as being as true, accurate, or genuine or guaranteed as meeting a standard or other requirement, such as a legal requirement.

is subject to manipulation, you may at your option provide the documents in a static format - such as a "PDF" file -so long as any responsive text, formulas or other information contained in the original are also made available in the alternative.

Pursuant to Section 6253 of the PRA, if any fees are required to be paid to obtain the requested records, please contact \_\_\_\_\_ prior to incurring those costs; provided however, if you estimate that the total direct costs of the requested records and shipping, if necessary, will not exceed two hundred dollars (\$200.00), please accept this as authorization to copy and forward the documents to our attention at:

Thank you for your attention to this matter.

Sincerely,

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Chair  
Sierra County Board of Supervisors

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Chair  
Plumas County Board of Supervisors



California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Phone (916) 327- 7500  
Facsimile (916) 321- 5047

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September 12, 2013

TO: Chairs, Boards of Supervisors  
FROM: Matt Cate, Executive Director

**SUBJECT: Selection of CSAC Board of Directors Members**

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are elected by their respective boards of supervisors to one-year terms of office commencing with the first day of the CSAC annual conference. This year that will be on November 19, 2013. Any member of your Board of Supervisors is eligible for the directorship.

CSAC's Board of Directors holds its first meeting of each year at the association's annual conference in November. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's appointment.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2014 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. **Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.**

If you have any questions or need further information, please contact Sue Ronkowski of my staff at 916.327.7500 x508 or e-mail [sronkowski@counties.org](mailto:sronkowski@counties.org).

Enclosures

cc: 2013 Board of Directors  
Clerks, Board of Supervisors



California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Phone (916) 327- 7500  
Facsimile (916) 321- 5047

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## **NOTIFICATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2013 – 2014**

The Board of Supervisors has elected the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2013 - 2014 Association year beginning November 19, 2013.

County name: \_\_\_\_\_

Director: \_\_\_\_\_

Alternate: \_\_\_\_\_

Name of individual completing form: \_\_\_\_\_

Does the Board of Directors member plan to attend the CSAC Annual Conference (November 19 – 22, 2013) in San Jose, Santa Clara?

Yes:

No:

**PLEASE RETURN BY NOVEMBER 1, 2013 TO:**

Sue Ronkowski  
California State Association of Counties  
1100 K Street, Suite 101  
Sacramento, CA 95814  
Fax: (916) 321-5047  
E-mail: [sronkowski@counties.org](mailto:sronkowski@counties.org)

# CALIFORNIA STATE ASSOCIATION OF COUNTIES

## Board of Directors

2013

<u>Section</u>	<u>County</u>	<u>Director</u>
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Louis Boitano
S	Butte County	Maureen Kirk
R	Calaveras County	Merita Callaway
R	Colusa County	Kim Dolbow Vann
U	Contra Costa County	Federal Glover
R	Del Norte County	Michael Sullivan
R	El Dorado County	Norma Santiago
S	Fresno County	Henry Perea
R	Glenn County	John Viegas
R	Humboldt County	Virginia Bass
S	Imperial County	Ryan Kelley
R	Inyo County	Jeff Griffiths
S	Kern County	Mike Maggard
R	Kings County	Doug Verboon
R	Lake County	Anthony Farrington
R	Lassen County	Jim Chapman
U	Los Angeles County	Don Knabe
R	Madera County	Max Rodriguez
S	Marin County	Susan Adams
R	Mariposa County	John Carrier
R	Mendocino County	Carre Brown
S	Merced County	Hubert "Hub" Walsh
R	Modoc County	Jim Wills
R	Mono County	Larry Johnston
S	Monterey County	Fernando Armenta
S	Napa County	Brad Wagenknecht
R	Nevada County	Ed Scofield
U	Orange County	John Moorlach
S	Placer County	Jim Holmes
R	Plumas County	Jon Kennedy
U	Riverside County	John Tavaglione

U	Sacramento County	Susan Peters
R	San Benito County	Margie Barrios
U	San Bernardino County	Josie Gonzales
U	San Diego County	Greg Cox
U	San Francisco City & County	Eric Mar
S	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Doreen Farr
U	Santa Clara County	Ken Yeager
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Linda Seifert
S	Sonoma County	David Rabbitt
S	Stanislaus County	Vito Chiesa
R	Sutter County	Larry Munger
R	Tehama County	Robert Williams
R	Trinity County	Judy Pflueger
S	Tulare County	Steve Worthley
R	Tuolumne County	Randy Hanvelt
U	Ventura County	Kathy Long
S	Yolo County	Matt Rexroad
R	Yuba County	Roger Abe

President: David Finigan, Del Norte  
 First Vice President: John Gioia, Contra Costa  
 Second Vice President: Efren Carrillo, Sonoma  
 Immed. Past President: Mike McGowan, Yolo

SECTION: U=Urban S=Suburban R=Rural

**Board of Supervisors' Policy for  
Agenda Preparation and Submittal**

**I. INTRODUCTION AND GOALS OF AGENDA REVIEW PROCESS:**

The importance of proper preparation and submittal of agenda items is that it assists the Board to be able to review items prior to the meetings, ensures that items before the Board have been reviewed by involved departments, and ensures that the Board's conduct of business is in compliance with Open Meeting Act (i.e. "Brown Act). At the meeting in which the item is considered, the Board should be provided with complete and accurate backup material. In addition, matters placed before the Board of Supervisors should stand on their own in the public record. Years from now when a member of the public is researching the Clerk's records and locates a Department's board item and supporting materials, the issue should be self explanatory and complete.

**II. DEADLINES:**

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m.

For special meetings, the times vary and you should check with the Clerk of the Board. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

If your matter is "urgent", meaning that the need for Board action was discovered after the deadline and that the item can not wait until the next Board meeting, then complete the Agenda Request Form and add in the background information why the matter is urgent (provide all relevant detail please.) Provide this to the Clerk of the Board and receive instructions about what time you should be present at the Board meeting.

**III. HOW TO PLACE AN ITEM ON THE AGENDA:**

- A. Submit an agenda request form to the Clerk of the Board. This form can be obtained from the Clerk. This form may also be downloaded from the County webpage at [www.countyofplumas.com](http://www.countyofplumas.com). Each form must be complete and must notice the Clerk of the Board that the request has been reviewed by all involved departments. For example, contracts should be reviewed and approved as to form by the County Counsel's office; the Human Resources Director should review personnel matters, etc. These pre-meeting courtesy contacts with affected departments will avoid surprises both for you and for others. The Agenda Request Form, with original signatures, needs no additional copies.

B. Submit the necessary backup. To assist the Board, there must be attached to the agenda request some background information in the form of a letter or memorandum.

1. The memo should be directed to: The Honorable Board of Supervisors.
2. The memo should include at least the following elements:

Under a heading entitled "Recommendation" please provide a succinct description of the action you are asking the Board to take, and who needs to take the recommended action. For example: "Receive the report from the Health and Human Services Cabinet, and authorize the Social Services Director to submit the necessary grant application to fund the proposed consulting services."

3. Under a heading entitled "Background and Discussion" please describe
  - a) the historical context of the requested action,
  - b) why the action is timely;
  - c) the financial impact to the County if the Board takes the recommended action, (for example, the dollar impact to the General Fund), and
  - d) whether the Board has previously considered the action and when, and,
  - e) any other relevant information.
4. Please provide 13 copies along with your original backup information letter or memo, including any attachments to it. If an attached document is very lengthy, please provide one copy of the Clerk of the Board and mention in your background information that a copy is on file with the Clerk of the Board for public review.

~~5. All supporting backup material shall be submitted to the Clerk of the Board with the required agenda request form by the deadline. Any supporting backup material submitted after the posting of the agenda will be held by the Clerk of the Board and the matter will be continued to the next regular meeting of the Board.~~

**Deleted: 1**

**Deleted: 1**  
4. If you bring additional, or new, information to the meeting, please bring 13 copies so that the Board and the media may have copies. 1

#### **IV. SPECIAL INSTRUCTIONS FOR SPECIFIC TYPES OF AGENDA ITEMS:**

These items require special processing before being placed on the agenda.

##### **A. Agreement and Leases:**

Three original copies of any agreements, contracts, MOU's, or leases must be attached to the agenda backup documents. Original signatures must be on all three copies except those situations where an outside party insists on the County first approving the contract. The Clerk of the Board will keep a signed original document for the County's records. The other two documents will be returned to the submitting department. One is for the other party (i.e. the vendor) and one is for the department's file. Contracts, Agreements, MOU's, Leases, or similar documents must be approved by County Counsel prior to being placed on the Board's agenda.

B. Ordinances and Resolutions:

Attach only one original ordinance or resolution as there can be only one original document. Upon request, the Clerk of the Board can provide a certified copy of any original document approved by the Board of Supervisors.

If the ordinance or resolution amends a previously adopted ordinance or resolution, please provide the revised resolution and in the backup, please show a marked up version of the same ordinance or resolution using bold italic font to highlight any language changed or added and the “strikeout” function to highlight any deleted language in the document. This allows the Board to clearly see the changes being made. If any exhibits are referenced in the ordinance or resolution, be sure that the exhibits are clearly marked and attached accordingly.

Resolutions and Ordinances shall be reviewed by County Counsel, and any other departments that may be affected, prior to the proposed ordinance or resolution being placed on the Board’s agenda. For example, if the proposed ordinance imposes a new County Code violation, evaluate whether the Sheriff’s Department and/or the Code Compliance Officer should review it.

C. Request for Budget Appropriation Transfer or Supplemental Budget:

Follow the requirements of the Budget Appropriation Transfer or Supplemental Budget Form, attached. All required signatures shall be obtained before the agenda request is submitted. Please submit these forms to the Auditor’s office by the Friday before the agenda is due.

D. Request to Appropriate Funds from Fund 001, Dept. 20980, Acct. 52840 (General Fund Contingency):

These requests shall be placed on the regular agenda, not on the consent agenda and will require a four/fifths majority roll call vote.

E. Increase in Position Allocations, Changes in Job Descriptions, or Similar Agenda Items:

These requests require the approval of the Human Resources Department before submitting the agenda request. The HR department will provide the County department will the appropriate resolution.

F. Grants:

All new grant awards shall be reviewed by the Auditor's office prior to submittal to the Clerk of the Board. Reoccurring funding sources for Departments do not need to be reviewed by the Auditor's office. If specific legal questions are raised by the grant, provide all relevant documents to the County Counsel's office along with the legal question to be addressed. Also, provide copies of all contracts to be executed to the County Counsel's office for review.

G. Policy Issues:

Any proposed policy that potentially affects county departments shall be reviewed by County Counsel and presented to Management Council for input prior to submittal to the Clerk of the Board to be placed on the agenda for Board approval.

The policy shall include a title, content, signature line for the Chair and date adopted and/or amended. The request shall be placed on the regular agenda, not on the consent agenda.

Upon adoption by the Board of Supervisors, the Clerk of the Board will provide each county department with a copy of the policy.

**V. SPECIFIC TIME REQUIREMENTS FOR REVIEW BY OUTSIDE DEPARTMENTS PRIOR TO AN ITEM BEING PLACED ON THE AGENDA:**

A. Human Resources: For normal agenda items, such as position increase due to grant funding, please provide one week for the Department to review the item. If the agenda item involves reorganization of the Department, revisions of job descriptions, or other more complex issues, additional time may be needed. Please contact the Department for specific instructions. When presenting the proposed agenda item to the department, please present the specific item that will be presented to the BOS and any additional information which may be necessary for Department to evaluate the agenda request.

B. Auditor/Controller:

1. **Grants:** Provide copy of grant application, grant guidelines, and supplemental budget adjustments for any Departments affected by the grant. This information shall be provided at least the Thursday prior to the Agenda deadline.
2. **Other agenda items:** Other agenda items, such as supplemental budget adjustments, must be presented to the Auditor's office by the Friday prior to the Agenda deadline.

C. Information Technology: For any agenda items which need I.T.'s review, present the proposed agenda item to the Director of Information Technology at least one week prior to the agenda deadline.

**Deleted:** Dave Preston

- D. County Counsel: Any contracts, leases, ordinances, resolutions or other items needing County Counsel's review, must be presented for review at least two weeks prior to the Agenda deadline. Please indicate if your agenda item is needed for a specific Board date. Also, please indicate any specific legal questions that you wish addressed.
- E. Other Departments: When your agenda item affects any other County department, you must provide that department with the agenda request for their review.

## **VI. GUIDELINES FOR CONSENT AGENDA:**

A department head may request non-controversial or routine items to be placed on the consent agenda. These items are such that the Board may approve them quickly without discussion. If an item is placed on the consent agenda, the requesting party or department head need not appear at the Board of Supervisors meeting. However, any member of the Board or a member of the public may ask that an item be removed from the consent agenda for discussion. In this case, your attendance may be required and a call will be placed to you to appear at the Board meeting.

**Deleted:** If the CAO concurs, the matter will be placed on the consent agenda. The CAO will attempt to place as many items on the consent agenda as possible.

## **VII. AFTER THE BOARD MEETING**

When the Board authorizes specific action which was not part of the original agenda item, the Department head shall ensure that all required documents, such as budget transfers, supplemental budgets, or position allocations, are completed and forwarded to the relevant departments in a timely manner.

Since the agenda packet is the most readily available source of information for matters considered by the Board, whenever possible Board minutes should indicate whether something was approved "as presented" or "as reviewed by the Board." This will clarify whether an item in the agenda packet is the final version of a document.

## **VIII. CONSEQUENCES OF NOT COMPLYING WITH AGENDA REQUIREMENTS:**

If an item is incomplete, it will not be placed on the agenda and will be held until the item is complete or it will be returned to the Department with a note as to what needs to be done or what might be lacking. Further, an agenda item that requires the review or coordination with another department or the recommendation or approval from another Department, will not be placed on the agenda unless those Departments have signed the agenda request form indicating that they have had the opportunity to read the material, confer with the requesting Department head, and prepare their own written recommendation to the Board if desired.

This policy has been applied consistent over the years without regard to whether the Department head is appointed or elected, based on the premises that the Board should have the best and most complete information available to it when it is asked to determine policy. The philosophy is that when an item is placed before the Board, it should be ready for the Board's action and should not require additional research or work for its implementation.

Please contact the Clerk of the Board regarding: Advance timing necessary for Public Hearing notices, Ordinance Summaries, and any other questions you may have regarding the agenda process.

# PLUMAS COUNTY AUDITOR / CONTROLLER

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



**Date:** September 24, 2013

**To:** Honorable Board of Supervisors

**From:** Roberta M. Allen, Auditor / Controller

**Subject:** Authorization to prepare necessary accounting entries to close financial books for the fiscal year ending June 30, 2013

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#### **Recommendation:**

Auditor-Controller requests authorization to prepare the necessary accounting entries to close the financial books for the fiscal year ended June 30, 2013 and prepare the general ledger for the outside auditors.

#### **Analysis:**

At the end of each fiscal year, certain accounting and budgetary entries need to be recorded by the Auditor / Controller in preparation for the outside auditors and to complete the year-end closing process. I am requesting authorization to make these year-end adjustments. Many of the entries are timing- related adjustments that reflect different reporting principles between cash basis (budgetary) reporting and those required by Generally Accepted Accounting Principles for financial reporting purposes.

After the required adjustments have been made (subject to your approval today), I will provide information to the Board detailing the adjustments made and the resulting affects of these adjustments.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368

DATE: SEPTEMBER 10, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 1, 2013

RE: REQUEST TO FILL A VACANT BENEFITS ASSISTANCE COUNSELOR  
I/II POSITION AND A VACANT SOCIAL WORKER I/II POSITION IN THE  
DEPARTMENT OF SOCIAL SERVICES

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

Authorize the Department of Social Services to fill a Benefits Assistance Counselor I/II position and a vacant Social Worker I/II position as soon as administratively possible.

### **Background and Discussion**

#### **1. Benefits Assistance Counselor I/II**

The Department of Social Services has incurred a permanent vacancy at the Benefits Assistance Counselor (BAC I/II) level. As explained in more detail on the attached position classification form, this position is responsible for performing eligibility determinations for CalFresh assistance (formerly the Foodstamp program) and for the Medi-Cal and CMSP programs. The position is currently filled on a limited term basis based upon a prior authorization from the Board to fill behind an incumbent that was on long term medical leave. The incumbent has since retired from service due to her medical condition leaving the vacancy available to fill on a permanent basis.

The Board is aware that the Department has experienced unprecedented levels of applications for assistance and continuing cases particularly in the Foodstamp program. The Department also anticipates more workload connected with the Affordable Care Act. The continuing high caseload levels and ACA make it essential that the Department move forward immediately to fill the vacant position. A description of the duties and other matters related to filling this position appears in the attached forms.

## **2. Social Worker I/II**

The Department has incurred a vacancy at the Social Worker I/II level. The position became vacant on August 23, 2013. As explained in more detail on the attached position classification form, the position is assigned to the Child Welfare Services program and performs all the activities associated with that program including performing 24-hour on-call duties. A description of the duties and other matters related to filling this position appears in the attached forms.

For the Board's information, a Table of Organization is enclosed with this report showing the organizational assignment of each of the positions requested.

### **Financial Impact**

The positions are budgeted in the Department of Social Services budget for FY 2013-2014. Funding to support these positions comes from federal pass through dollars, State General Fund dollars and 1991 Realignment funds. There is no impact to the County General Fund.

Copy:            Leslie Mohawk, Program Manager  
                  Neal Caiazzo, Program Manager  
                  Pat Leslie, Principal Staff Services Analyst

Enclosures (5)

**Position Classification:** Social Worker I/II

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

Adult Protective Services and In-Home Supportive Services are state mandated, county administered programs under the California Welfare and Institutions Code.

**Position Description:**

This position is responsible for several facets of our Adult Social Services system. The position is assigned responsibility for the investigation of allegations of abuse or neglect of elderly or disabled Plumas county citizens. A significant element of this responsibility is bringing to bear community-based, law enforcement and health care resources to mitigate the immediate threats to an elderly or disabled citizen's well being.

In addition, this position is assigned to perform state-mandated eligibility determinations and social assessments for the In-Home Supportive Services program.

**Funding Sources:** The funding to support this position comes from federal pass through dollars, state general fund and county realignment dollars. There is no cost to the County's General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Worker I/II– Adult Protective Services/ IHSS.

- Is there a legitimate business, statutory or financial justification to fill the position?

**Answer: Yes. Adult Protective Services and IHSS are state mandated programs.**

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

**Answer: The position is assigned duties that include public protection, specifically, abused and neglected adults and adults who are unable to care for themselves.**

- How long has the position been vacant?

**Answer: August 23, 2013**

- Can the department use other wages until the budget is adopted?

**Answer: No.**

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

**Answer: The same staffing levels, which are approved by the state.**

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

**Answer: Vulnerable adults may not be protected from abuse leading to potential tragic circumstances.**

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

**Answer: This position is funded by State, federal and Realignment dollars. There is no impact to the county.**

- 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?

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.**

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

**Answer: No.**

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

**Answer: 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?

**Answer: The Department does not presently utilize General Fund dollars. Filling this position does not change that.**

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

**Answer: Yes. The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**

**Position Classification:** Benefits Assistance Counselor (BAC) I/II

**FTE:** 1.00

**Budgeted Position:** Yes

**Mandated Program:** Yes

**Position Description:**

This position is primarily responsible for performing eligibility determinations for the Medi-Cal, CMSP and CalFresh (Foodstamp) programs. Eligibility determinations for the Medi-Cal and CMSP programs are critical to the mission of assuring that county citizens who do not have medical insurance or another payer for health care services have access, to the extent that they are eligible, to the State Medi-Cal and County CMSP programs. This also helps to assure that hospitals that are required by law to serve poor and indigent county residents receive payment for the services they provide. Eligibility determinations for the CalFresh (Foodstamp) program are a state mandated activity.

**Funding Sources:** Medi-cal is entirely funded by State General Fund and federal pass through dollars. There is a small apportionment of Realignment dollars that is part of the funding mix for this position, generally 15% of the cost of time spent performing CalFresh (Foodstamp) eligibility determinations. As is explained below, there are potential Realignment funding implications *when the position is left empty*.

**Special Considerations:** Department of Social Services funding mechanisms are structured on a very specific cost allocation plan that generates the distribution of fixed overhead costs based on filled positions. To the extent that a position is not filled, the fixed overhead costs redistribute themselves in uncontrolled and unpredictable ways adding unanticipated costs to other program areas particularly to program areas that contain Realignment dollars in their cost structure. It is in the County's best interests to avoid such a scenario.

**Reason for the Vacancy:** The reason for this vacancy is because the prior incumbent left County service due to a long term medical condition.

## **QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.**

### **Position: Benefits Assistance Counselor – Medi-Cal/CalFresh Program**

- Is there a legitimate business, statutory or financial justification to fill the position?

**Answer: Yes. Medi-Cal and CalFresh (Foodstamp) administration is a state mandated service. The Benefits Assistance Counselor performs eligibility determinations for these services**

- Why is it critical that this position be filled prior to the adoption of the County's budget this summer?

**Answer: The position is funded in the current budget and has no General Funds associated with it. Additionally the caseload is growing and the state provides funds to meet this growth.**

- How long has the position been vacant?

**Answer: The position became vacant effective July 1, 2013.**

- Can the department use other wages until the budget is adopted?

**Answer: No.**

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

**Answer: Other counties are structured in a very similar way. The state determines appropriate staffing levels and funds accordingly.**

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

**Answer: We will not be able to process applications for Medi-Cal in accordance with the state requirements.**

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

**Answer: We will not expend state funds that have been allocated to this function and Realignment dollars will be disbursed to other programs costing the Department money.**

- 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?

**Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.**

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

**Answer: No.**

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

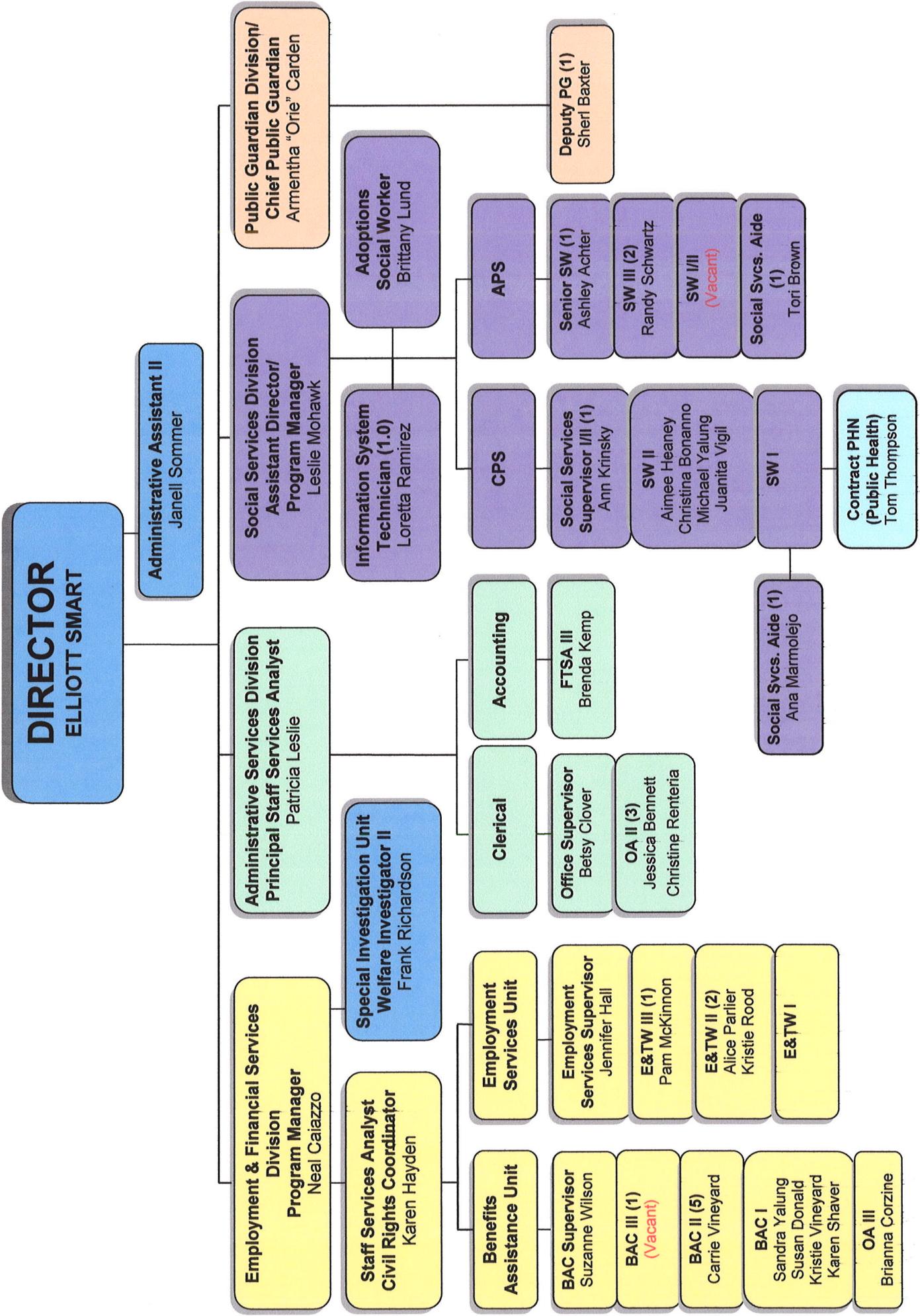
**Answer: No.**

- 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?

**Answer: The Department does not currently utilize County General Fund dollars. Filling this position does not change that.**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
- **Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.**

# PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368

DATE: SEPTEMBER 17, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 1, 2013, CONSENT AGENDA

RE: APPROVAL OF A REVISED AND RESTATED CONTRACT BETWEEN  
THE NEVADA-SIERRA IN-HOME SUPPORTIVE SERVICES PUBLIC  
AUTHORITY FOR ADMINISTRATIVE SERVICES PROVIDED TO THE  
PLUMAS COUNTY IHSS PUBLIC AUTHORITY

### It is Recommended that the Board of Supervisors

Approve and authorize the Chairman of the Board to sign a revised and restated contract between the Nevada-Sierra In-Home Supportive Services Public Authority and the Plumas County IHSS Public Authority for administrative services, provider registry services and for program integrity support including background checks of prospective in home care providers.

### Background and Discussion

In-Home Supportive Services (IHSS) is a state-funded, county-operated program that provides care and personal services to low income elderly and disabled persons who are at risk of being placed in an institutional setting. In Plumas County, the IHSS program serves close to 300 eligible elderly and disabled recipients each month. About 260 providers are paid through a state payroll system to deliver in home services to Plumas County IHSS recipients.

During its 1999 session, the State Legislature passed and the Governor signed AB 1682 (Chapter 90, Statutes of 1999). This law requires Counties to act as or to otherwise designate an employer of record for the providers of in-home care for the purposes of the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) and other laws related to collective bargaining. The law also required operation of a registry of providers for referral purposes when an IHSS recipient needed a provider.

On March 11, 2003, the Board approved an initial contract with the Nevada-Sierra IHSS Public Authority. This agreement enabled the Board to take advantage of cost

efficiencies and savings resulting from a multi-county consortium sharing the costs of the operation of the public authority.

Under this agreement, Plumas County received administrative services from the Nevada-Sierra Public Authority (including an Executive Director and administrative support staff), maintenance of a registry of IHSS providers, training for providers and assistance with employee relations and collective bargaining. The agreement has been renewed on several occasions since the initial approval.

In a separate report to your Board on January 12, 2010, the Department advised you that the State Legislature had enacted Chapter 17, statutes of 2009 requiring in home care providers to undergo a fingerprinting and criminal background check through the Department of Justice as a condition of enrollment as an IHSS provider.

Following that report, your Board approved a separate agreement with the Nevada Sierra Public Authority to administer these program integrity and background check requirements. This agreement has also been extended on several occasions.

After reviewing the administration of these two separate agreements, the Department has determined that for ease of administration, they should be combined in a single revised and restated agreement. That is the matter that brings the Department before your Board today. The agreement being recommended today combines the earlier administrative support contract and the more recent program integrity elements into a single contract.

### **Financial Impact**

Three counties currently participate in the Nevada-Sierra Consortium. The apportionment of costs for each is derived by taking the total cost of the Public Authority Administrative operation and dividing that by each county's percent to total of IHSS provider hours incurred. Under that formula, Plumas County pays for about 23% of the total cost of the authority. The actual amount is adjusted each quarter to assure equity among the consortium members. The approved County budget includes funding for this contract.

### **Other Agency Involvement**

County Counsel has reviewed the proposed agreement and has approved it as to form.

Copy: PCDSS Management Staff (memo only)  
Ann Guerra, Executive Director, Nevada-Sierra Public Authority

Enclosure

**CONTRACT FOR SERVICES BETWEEN**

**THE NEVADA – SIERRA REGIONAL IHSS PUBLIC AUTHORITY**

**AND**

**THE PLUMAS COUNTY IHSS PUBLIC AUTHORITY**

The parties to this Agreement are the **NEVADA-SIERRA REGIONAL IHSS PUBLIC AUTHORITY** (hereinafter "NS-RIHSS-PA"), a local public entity (Special District) created pursuant to Welfare & Institutions Code §12300 et. seq., Nevada County Ordinances Nos. 2082 and 2112, and Sierra County Ordinance No. 940, and the **PLUMAS COUNTY IHSS PUBLIC AUTHORITY** (hereinafter "P-IHSS-PA"), local public entity created pursuant to California Welfare & Institutions Code §12300 et. seq. and Plumas County Ordinance No. 02-981. Said public authorities are organized and existing under the laws of the State of California.

WHEREAS, both parties agree it is mutually beneficial for services to be provided to P-IHSS-PA from NS-RIHSS-PA in that avoiding duplication of administrative functions will result in fiscal savings for all parties; and,

WHEREAS, because of the size and population of Nevada, Sierra, and Plumas Counties, the provision of In-Home Supportive Services (hereinafter "IHSS") may be most efficiently accomplished on a collaborative and cooperative basis; and,

WHEREAS, Assembly Bill, Fourth Extraordinary Session (ABX4 4) (Chapter 4, Statutes of 2009), and ABX4 19 (Chapter 17, Statutes of 2009) mandates that current and prospective IHSS providers complete specified program integrity requirements including:

- ▲ Submitting fingerprints and completing a criminal background check
- ▲ Attending a provider orientation or reviewing provider orientation materials
- ▲ Signing a provider agreement stating they understand and agree to the rules of being an IHSS provider

AND, WHEREAS, NS-RIHSS-PA currently performs the above-listed activities for existing Registry providers and has the capacity, expertise and willingness to provide these services and implement the new requirements on behalf of the providers that must now complete these processes in accordance with the above-stated legislative

THEREFORE, the parties agree to the following terms and conditions:

**SECTION 1 - TERM**

1.1 - This Agreement shall be effective upon adoption by P-IHSS-PA and NS-RIHSS-PA. It is the intent of the parties that the responsibilities and obligations of the parties to this Agreement shall commence upon execution by both parties, and continue in full force and effect until termination, pursuant to Section 11 below, and until post-

termination obligations are met, pursuant to Section 12 below.

#### **SECTION 2 - DEFINITIONS**

2.1 - "Fiscal Year" shall mean that period of twelve (12) months commencing on July 1<sup>st</sup> of any year.

2.2 - "In-Home Supportive Services" (hereinafter "IHSS") shall mean the services and duties required under Welfare and Institutions Code sections 12300 et. seq.

#### **SECTION 3 – SERVICES TO BE PROVIDED BY NS RIHSS PA**

3.1 - In consideration for payment received in the manner set forth in Section 5, and except as set forth in this Agreement, NS-RIHSS-PA agrees to provide all services necessary for P-IHSS-PA to provide IHSS services required by law. These services shall include, but not be limited to the specific services described in Exhibit "A", attached hereto and incorporated herein by this reference.

#### **SECTION 4 – RESPONSIBILITIES RETAINED BY P-IHSS-PA**

4.1 - The parties agree that P-IHSS-PA shall have the following collective bargaining powers and functions:

- 1) Responsibility for providing the Executive Director guidance and advice regarding services provided on behalf of P-IHSS-PA and direction regarding all aspects of the meet and confer process or other issues which exclusively pertain to P-IHSS-PA Independent Providers (IHSS Workers). The Executive Director shall appear at P-IHSS PA Governing Board meetings as necessary to receive and implement the directives of P-IHSS-PA regarding the meet & confer sessions, including wages & salary negotiations, pertaining to P-IHSS-PA providers;
- 2) P-IHSS-PA Governing Board shall give the NS-RIHSS-PA Executive Director any/all necessary authority to ensure fiscal impact of labor agreements does not exceed budgeted resources, by submitting proposed labor agreements to the County's Department of Health and Human Services for clearance prior to ratification. The NS-RIHSS-PA shall not enter into labor agreements without obtaining such clearance.
- 3) Responsibility for the determining P-IHSS-PA's position during the meet & confer process, wages and benefits to be paid to P-IHSS-PA providers;
- 4) Responsibility for the execution of each contract or agreement to be entered into in the name of P-IHSS-PA;
- 5) All powers and responsibilities except as delegated to NS-RIHSS-PA pursuant to this contract for services.

4.2 – Upon the request of P-IHSS-PA, the Executive Director, or his/her designee, shall be present at P-IHSS-PA board meetings. The board meetings will be held at 520 Main Street, Room 308, Quincy, California.

4.3 – P-IHSS-PA shall be the employer of record for P-IHSS-PA providers.

4.4 – P-IHSS-PA shall provide NS-RIHSS-PA with information from the IHSS Case Management Information Payroll System (CMIPS) for the purposes of (1) assuring appropriate IHSS consumer-provider matches; (2) verifying IHSS consumer eligibility before registry services are provided; (3) verifying provider eligibility for provider benefits; and (4) for any other established reasonable purpose which will not violate the confidentiality or privacy of IHSS consumers or providers.

#### **SECTION 5 – COMPENSATION**

5.1 – NS-RIHSS-PA shall charge P-IHSS-PA for services on a pro-rata basis, determined by the percentage of IHSS hours provided by each of the member counties. This share is calculated by the percentage of P-IHSS-PA hours worked in relation to the other member counties. P-IHSS-PA's pro-rata share shall be readjusted on a quarterly basis based on the hours of IHSS provided during the preceding quarter. The parties may mutually agree in writing to use another formula or method for dividing the administrative costs between the parties.

5.2 – To cover the NS-RIHSS-PA expenses and cash flow, the P-IHSS-PA shall advance the NS-RIHSS-PA funds on a quarterly basis based on NS-RIHSS-PA's annual budget. The P-IHSS-PA shall advance the stated quarterly amount to NS-RIHSS-PA within 60 days. Reconciliation between advances and actual expenses for quarters one (1) and two (2) will be made in quarters three (3) and four (4). Any reconciling adjustments will be reflected once the final year-end billings are filed with the California Department of Social Services on Form SOC 448. To facilitate this process, the NS-RIHSS-PA will send each member county an invoice for the advance four (4) to eight (8) weeks before the quarter begins.

#### **SECTION 6 – EXPENDITURES**

6.1 – NS-RIHSS-PA shall ensure that expenses incurred on behalf of P-IHSS-PA do not exceed the funds allocated for such purposes in P-IHSS-PA's budget.

6.2 - The provision of services pursuant to this Agreement shall be contingent upon the appropriation of County, State and Federal funds for the purpose of providing IHSS. In the event that Plumas County, the State, or the Federal Government fails to appropriate, or fails to fully appropriate, or otherwise defaults in the payment of funds as provided herein, NS-RIHSS-PA shall not be liable for the payment of any sums payable by or on behalf of P-IHSS-PA to any clients, or to any providers, or to any employees, or otherwise, except to the extent that funds were previously appropriated and provided to NS-RIHSS-PA.

6.3 - Wages and benefits for P-IHSS-PA providers shall be negotiated pursuant to the sole direction of P-IHSS-PA, based on the funding available for such purposes.

#### **SECTION 7 - ACCOUNTS AND RECORDS**

7.1 - Annual Budget: P-IHSS-PA shall annually adopt an operating budget pursuant to the requirements of state law. NS-RIHSS-PA shall be responsible for preparing and

presenting this budget to P-IHSS-PA for adoption.

7.2 - Funds and Accounts: The Auditor of NS-RIHSS-PA shall establish and maintain the funds and accounts of P-IHSS-PA as may be required by good accounting practices and in keeping with the requirements of the federal and/or state government. Separate accounts shall be maintained for the services and programs provided on behalf of P-IHSS-PA.

7.3 - Both parties agree that the debts, liabilities, and obligations of each party to this a Agreement shall be its own, and not be or constitute debts, liabilities, and obligations of the other.

7.4 - Annual Audit: NS-RIHSS-PA shall contract with an independent certified public accountant to make, an annual fiscal audit of all accounts and records of P-IHSS-PA, conforming in all respects to generally accepted auditing standards and state law. Costs of the audit shall be considered an administrative expense subject to reimbursement as set forth in Section 5. Copies of the Independent Audit shall be sent to each member county within 30 days of completion.

#### **SECTION 8 – INFORMATION**

8.1 – NS-RIHSS-PA shall provide P-IHSS-PA and Plumas County with all information necessary for Plumas County or P-IHSS-PA to report to the California Department of Social Services, the Department of Health Services and other federal, state or local agencies as necessary.

8.2 - Books and records pertaining to P-IHSS-PA and to NS-RIHSS-PA shall be open to inspection at all reasonable times by authorized representatives of P-IHSS-PA or Plumas County.

8.3 – NS-RIHSS-PA shall maintain all records pertaining to service delivery, and fiscal and administrative controls, for a minimum of five years after final payment for a given fiscal year, or until all pending state, federal and local audits have been completed, whichever is later.

#### **SECTION 9 -RESPONSIBILITIES FOR FUNDS**

9.1 - The funds of P-IHSS-PA shall be deposited with the Treasurer of NS-RIHSS-PA (Nevada County Treasurer/Tax Collector).

9.2 – NS-RIHSS-PA shall secure, and cause to be paid for, a fidelity bond or bonds in an amount or amounts and in the form specified by P-IHSS-PA covering all officers and staff, if any, of P-IHSS-PA and all officers and staff who are authorized to have charge of, handle, and have access to P-IHSS-PA funds.

**SECTION 10 – HIPAA PROVISIONS**

10.1 – To the extent required by law, NS-RIHSS-PA and P-IHSS-PA agree to comply with all requirements of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its subsequent amendments, the provisions of this section, and Exhibit "B" attached hereto.

10.2 - NS-RIHSS-PA agrees to comply with the requirements of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity on behalf of P-IHSS-PA to the extent that P-IHSS-PA would be required to comply with such requirements.

10.3 - Without limiting the rights and remedies of P-IHSS-PA elsewhere as set forth in this Agreement, P-IHSS-PA may terminate this Agreement without penalty or recourse if determined that NS-RIHSS-PA violated a material term of the provisions of this section relating to HIPAA.

10.4 - NS-RIHSS-PA ensures that subcontractors or agents to whom NS-RIHSS-PA provides Protected Health Information received from P-IHSS-PA or from any other source agree to the same restrictions and conditions that apply to NS-RIHSS-PA with respect to such information.

10.5 - More extensive HIPAA provisions may be found at Exhibit "B", attached hereto and incorporated herein by reference.

**SECTION 11 – TERMINATION**

11.1 - Either party may terminate this Agreement, with or without good cause, by providing written notice of the termination; which shall then be effective beginning July 1<sup>st</sup> of the following fiscal year, provided however, that notice of the termination shall be given no less than nine (9) months before the proposed date of termination, unless all parties agree to a shorter timeline in writing.

**SECTION 12 – POST-TERMINATION OBLIGATIONS**

12.1 - After the effective date of termination, this Agreement shall be deemed to remain in effect solely for the winding up of all the parties' legal obligations to each other and to the recipients of IHSS. Such obligations may include, but not be limited to payments, accountings, fiscal reports and transition services to P-IHSS-PA in order to prevent any disruption of IHSS being delivered to eligible recipients.

**SECTION 13 – NOTICES**

13.1 - All notices required by this Agreement shall be provided at the addresses set forth below. Written notice shall be provided prior to any change in these addresses.

Plumas County IHSS Public Authority  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Attn: Elliott Smart

Nevada Sierra IHSS Public Authority  
466 Brunswick Road  
Grass Valley, CA 95945  
Attn: Ann Guerra, Executive Director

**SECTION 14 – NON-APPROPRIATION OF FUNDS**

14.1 - 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, P-IHSS-PA shall have no liability to pay any further funds whatsoever to NS-RIHSS-PA or furnish any other consideration under this Agreement and NS-RIHSS-PA 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, P-IHSS-PA shall have the option to either cancel this Agreement with no further liability incurring to P-IHSS-PA, or offer an amendment to NS-RIHSS-PA 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. NS-RIHSS-PA acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

**SECTION 15 – EXECUTION****P-IHSS-PA**

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Chairperson

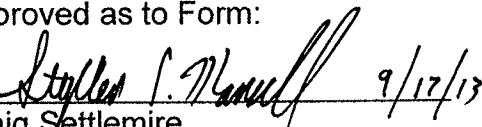
Date: \_\_\_\_\_

Attest:

---

Clerk of the Governing Board

Approved as to Form:

  
9/17/13  
Craig Settlemire  
By Steve Mansell  
County Counsel**NS-RIHSS-PA**

---

Chairperson

Date: \_\_\_\_\_

Attest:

---

Clerk of the Board of Directors

Approved by Purchasing Agent:

jms

## EXHIBIT "A"

## SERVICES TO BE PROVIDED BY NS-RIHSS-PA

NS-RIHSS-PA shall provide the services and perform the functions listed below in order for P-IHSS-PA to fully implement the goals and objectives of Welfare and Institutions Code Section 12301.6:

1. Establishing and maintaining a registry to assist Plumas County consumers (recipients) in finding in-home supportive services (IHSS) Independent Providers as part of a multi-county registry;
2. Investigating the qualifications and background of potential in-home supportive services Independent Providers;
3. Establishing and maintaining a referral system under which in-home supportive services Independent Providers shall be referred to consumer;
4. Ensuring for provision of training for Independent Providers and recipients;
5. Developing a written process to address consumer complaints regarding services;
6. Assuring that the requirements of the personal care option plan pursuant to Subchapter 19, commencing with Section 1396, of Chapter 7 of Title 42 of the United States Code are met;
7. Adopting rules and regulations for the administration of P-IHSS-PA consistent with statutes and regulations relating to IHSS;
8. Performing other powers, duties and functions prescribed by federal, state or local statutes and ordinances, as delegated by P-IHSS-PA;
9. Negotiating, on behalf of P-IHSS-PA, within the scope of representation, only with recognized employee organizations pursuant to Sections 3500 through 3511 of the Government Code [Meyers–Milias–Brown Act];
10. Providing the Counties of Plumas and Nevada sufficient information needed to prepare the County's billing to the California Department of Social Services (DSS) for State and Federal share of IHSS PA costs;
11. Assisting the Counties of Plumas and Nevada in developing and submitting to DSS and the California Department of Health Services (DHS) materials required for DSS and DHS' approval of reimbursement rate(s) and any rate adjustment(s);
12. Ensuring that P-IHSS-PA is registered on the Roster of Public Agencies;
13. Receiving consumer input through Plumas County's IHSS Advisory Committee;
14. Providing Accounting and Auditing Services;
15. Providing a Treasurer, who shall do all of the following:
  - (1) Receive and receipt for all money of the agency or entity and place it in the treasury of the treasurer so designated to the credit of P-IHSS-PA;
  - (2) Be responsible, upon his or her official bond, for the safekeeping and disbursement of all P-IHSS-PA money so held by him or her;
  - (3) Pay, when due, out of money of P-IHSS-PA held by him or her, all sums payable on outstanding bonds and coupons of P-IHSS-PA;
  - (4) Pay any other sums due from P-IHSS-PA, or any portion thereof, only upon warrants of the public officer performing the functions of auditor or controller;
  - (5) Verify and report in writing on the first day of July, October, January, and April of each year to P-IHSS-PA the amount of money he or she holds for P-IHSS-PA, the amount of receipts since his or her last report, and the amount paid out since his or her last report;

16. Conducting all the daily operations and business of the P-IHSS-PA, subject to such lawful directions as P-IHSS-PA may from time to time give to the NS-RIHSS-PA Executive Director;
17. Obtaining and maintaining policies of general liability insurance for P-IHSS-PA appropriate for the conduct of its business;
18. Complying with the P-IHSS-PA Employer-Employee Relations Policy;
19. Meeting periodically with the P-IHSS-PA liaison to ensure that this service agreement is fully executed.

In addition to the above, NS-RIHSS-PA agrees to perform the following activities in connection with the Program Integrity initiative.

**A. NS-RIHSS-PA Agrees To:**

- **Distribute enrollment materials to potential and current providers.**  
Providers can pick up enrollment forms from the Public Authority office, or packets can be mailed.
- **Receive enrollment form SOC 426 and SOC 426A.**

The State requires that the SOC 426 and 462A must be delivered in person by the provider. The Public Authority will receive these forms.

- **Make Identification Copies**

The Public Authority will verify and copy state-approved identification.

- **Provide Live Scans for all Providers**

For a nominal fee which includes the Department of Justice fee as well as the transmission fee incurred by the Public Authority, staff will roll Provider fingerprints utilizing equipment belonging to the Public Authority. The cost is expected to be borne by the Provider unless other sources for funding are identified. Until such time as the Public Authority may acquire a second Live Scan device, Live Scans will be available on a schedule rotating throughout the Public Authority service area. Service to Plumas County outside of Quincy can be accomplished with access to DSL and a copy machine. The Public Authority will also notify Providers of their option to have Live Scan done at the Sheriff's Office in Quincy.

- **Receive, store and eventually destroy the results of the Live Scan in accordance with DOJ requirements.**

The Public Authority complies with all Department of Justice requirements for receiving, storing, destroying and making appropriate result information available to IHSS staff.

- **Orient all providers using the state-developed materials.**

The Public Authority will provide regular viewings of the state-provided orientation video for all providers. The SOC 846, which verifies that the orientation was completed and understood, will be signed by the Provider at the time of orientation. Public Authority staff will collect the SOC 826 forms.

- **Provide all enrollment documentation to Plumas County IHSS staff**

Public Authority staff will give to Plumas County IHSS staff the following documents for CMIPS entry and filing:

SOC 426 and 426a enrollment forms,  
SOC 846 statement of orientation completion,  
Copy of approved identification, and  
Live Scan result identified as pass or fail.

## EXHIBIT "B"

## SCHEDULE OF HIPAA PROVISIONS

If and to the extent, and so long as, required by the provisions of 42 U.S.C. 1171 et seq. enacted as the Health Insurance Portability and Accountability Act of 1996, (HIPAA) and regulations promulgated thereunder, but not otherwise, NS-RIHSS-PA does hereby assure P-IHSS-PA that NS-RIHSS-PA will appropriately safe-guard Protected Health Information made available to or obtained by NS-IHSS-PA.

In implementation of such assurance and without limiting the obligation of NS-RIHSS-PA otherwise set forth in this Agreement or imposed by applicable law, NS-RIHSS-PA hereby agrees to comply with applicable requirements of law relating to Protected Health Information and with respect to any task or other activity NS-RIHSS-PA performs on behalf of P-IHSS-PA, to the extent P-IHSS-PA would be required to comply with such requirements.

The agreement of NS-RIHSS-PA set forth in the two preceding sentences, and the additional provisions relating to permitted and required uses and disclosures thereof that shall from time to time be provided to NS-RIHSS-PA by P-IHSS-PA in accordance with applicable law, constitutes a contract between P-IHSS-PA and NS-RIHSS-PA establishing the permitted and required uses and disclosures of such Protected Health Information by NS-RIHSS-PA.

NS-RIHSS-PA and P-IHSS-PA agree that they are "Covered Entities", as defined by HIPAA, and as such, will comply with all requirements for Covered Entities set forth in HIPAA. In the event NS-IHSS-PA is determined to be a "Business Associate", as defined by HIPAA, then in amplification and not in limitation of the provisions of this Agreement including this Section of this Agreement, NS-RIHSS-PA agrees that NS-RIHSS-PA shall:

1. Not use or further disclose such information other than as permitted or required by this Agreement. NS-RIHSS-PA shall not, except as necessary for the proper management and administration of NS-RIHSS-PA to carry out the legal responsibilities of NS-RIHSS-PA for performance of NS-RIHSS-PA's duties under this Agreement, use, reproduce, disclose, or provide to third parties, any confidential documents or information relating to P-IHSS-PA or patients of the County of Plumas without prior written consent or authorization of the County of Plumas, P-IHSS-PA, or the patient. If NS-RIHSS-PA uses such information for the purposes set forth above, it will only do so if the disclosure is required by law or NS-RIHSS-PA obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which NS-RIHSS-PA disclosed it to the person. NS-RIHSS-PA shall also ensure that the person notifies NS-RIHSS-PA of any instances of breach of confidentiality such person is aware of. NS-RIHSS-PA shall ensure that its personnel, employees, affiliates and agents maintain the confidentiality of patient health information and business of P-IHSS-PA.
2. Not use or further disclose the information in a manner that would violate the requirements of applicable law, if done by P-IHSS-PA.
3. Use appropriate safeguards to prevent use or disclosure of such information other than as provided for by this Agreement.
4. Report to P-IHSS-PA any use or disclosure of such information not provided for by this

Agreement of which NS-RIHSS-PA becomes aware;

5. Ensure that any subcontractors or agents to whom NS-RIHSS-PA provides Protected Health Information received from P-IHSS-PA agree to the same restrictions and conditions that apply to NS-RIHSS-PA with respect to such information;
6. Make available Protected Health Information in accordance to applicable law;
7. The above requirements apply equally to all electronic records. NS-RIHSS-PA shall not release any electronic information without complying with all above requirements.
8. Make NS-RIHSS-PA's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from P-IHSS-PA available to the Secretary of the United States Health and Human Services for purposes of determining NS-RIHSS-PA or P-IHSS-PA's compliance with applicable law (in all events NS-RIHSS-PA shall immediately notify P-IHSS-PA of any such request, and shall provide P-IHSS-PA with copies of any such materials);
9. Incorporate any amendments or corrections to Protected Health Information when notified pursuant to applicable law. NS-RIHSS-PA agrees that this Agreement may be amended from time to time by P-IHSS-PA if and to the extent required by provision of 42 U.S.C. 1171 et seq. enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.



4D

## Plumas-Sierra Counties Department of Agriculture



Tim W Gibson  
Agricultural Commissioner  
Sealer of Weights & Measures  
timgibson@countyofplumas.com

### Agriculture Commissioner Sealer of Weights and Measures

208 Fairgrounds Road  
Quincy, CA 95971  
Phone: (530) 283-6365  
Fax: (530) 283-4210

September 19, 2013

To: Honorable Board of Supervisors

From: Tim Gibson, Agricultural Commissioner/Sealer of Weights and Measures

Subject: I am submitting to the Plumas County Board of Supervisors for approval a modified contract with USDA Wildlife Services for fiscal year 2012-13. This contract keeps spending at previous years levels, but will result in reduced services to the ranching community and citizens of Plumas and Sierra Counties in the form of furloughs to our Wildlife Services agent. USDA increased administrative cost charged to Plumas County by \$9757 for FY 2013-14. My departmental budget is unable to absorb the fee increase without this contract modification.

The Wildlife Services agreement provides for the protection of livestock and property within Plumas and Sierra Counties. This service also provides a means to eliminate problem animals in the urban environment including skunks, raccoons, beavers, bears and mountain lions.

Cost to the county under this contract will be \$56,646. These county cost are partially offset through fees charged for services, and partial reimbursement by the State of California unclaimed gas tax fund.

# PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Michael Gunter, MFT, Interim Director



4E

DATE: September 19, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: Michael Gunter, MFT, Interim Director of Mental Health

SUBJ: Board Item for Board Meeting on October 1, 2013 AGENDA

RE: RECEIVE, AUTHORIZE SIGNATURE AND RATIFICATION OF PROFESSIONAL SERVICES AGREEMENT WITH KINGSVIEW CORPORATION FOR ELECTRONIC HEALTH RECORD SOFTWARE AND SUPPORT SERVICES.

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

**It is recommended that the Board:** Approve the third amendment to the contract with Kingsview Corporation for fiscal year 2013-14 and authorize the interim director of Mental Health to sign the amendment.

**Background and Discussion:** The Kingsview Corporation contract is specifically associated with the provision of software and technology support services for maintaining electronic health records. This amendment addresses the need for increased technical support from Kingsview for the monthly E.H.R. recording of mental health services, for quality assurance activities, and Anasazi training support. These activities are not included in the original contract with Kingsview for MIS services.

#### **Financial Impact:**

There are no General Fund dollars involved in this contract. The costs associated with these services are covered by a combination of Federal and State funds.

Michael Gunter, MFT, Interim Director of Mental Health is requesting that the Board of Supervisors approve the first amendment to the contract and authorize Michael Gunter MFT, Interim Director of Mental Health, to sign the amendment with Kingsview Corporation.

**THIRD AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND KINGSVIEW CORPORATION**

This Third Amendment to Agreement ("Amendment") is made on July 1, 2013 between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Kingsview Corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Kingsview Corporation have entered into a written Agreement dated April 28, 2011, (the "Agreement"), in which Kingsview Corporation agreed to provide computerized management information and support services to Plumas County.
  - b. The parties desire to change the Agreement because the IT service needs of the County have increased.
2. **Amendments:** The parties agree to amend the Agreement as follows and add section III under Paragraph 2.e. Anasazi Software Management County Staff Support.
  - a. Paragraph 2.e.III. CONTRACTOR shall add billing support staff to assist COUNTY with preparation of monthly claim and required state reporting.
  - b. Exhibit B. Compensation will be replaced by a new Exhibit B attached below.
  - c. Kingsview will bill an hourly rate for MIS support of the county billing process. The amount in exhibit B 2.e.III supports a full-time staff person for 2080 hours.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated April 28, 2011, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

**“COUNTY”**  
**COUNTY OF Plumas**

By \_\_\_\_\_  
Kimball Pier, Ph.D, LMFT  
Director

Date: \_\_\_\_\_

By \_\_\_\_\_  
Terrell Swofford, BOS chair

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM**  
**COUNTY COUNSEL**

By Stephen J. Mansell  
Steve Mansell, Deputy County Counsel

Date: 9/12/13

**“CONTRACTOR”**  
**KINGS VIEW CORPORATION**  
By \_\_\_\_\_  
George Harper, Board Chairman

By \_\_\_\_\_  
Keith Schellenberg, Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**  
**PLUMAS COUNTY**  
**COMPENSATION FOR**  
**Electronic Health Record Management**  
**System and Network Support**

**ANNUAL SERVICES**  
**July 1, 2013-June 30, 2014**

<b>Scope of Service Item</b>	
<b>1. a - e</b>	<b>\$ 20,402</b>
<b>2. a - f</b>	<b>\$ 45,905</b>
<b>2.e.III</b>	<b>\$ 65,732</b>
<b>Total</b>	<b>\$ 132,039</b>

TO: Plumas County Board of Supervisors  
FROM: The Sierra Institute for Community & Environment  
Date: September 23<sup>rd</sup> 2013  
Subject: Introduction to PEER MAP and biomass utilization in Portola High School

The Sierra Institute for Community & Environment is working with county, state and federal agencies – the largest institutional partners in Plumas County – and the public to develop the Plumas Energy Efficiency and Renewables Management Action Plan (PEER MAP). The primary focus of this project is on advancing small-scale woody renewable (biomass) powered boilers, followed by solar photovoltaics (PV), the two most locally abundant renewable resources in Plumas County. A biomass-powered combined heat and power facility will also be explored as part of this larger project.

The goal of PEER MAP is to create a renewable energy plan that will reduce the use of high cost fossil fuels at public institutions by integrating woody biomass and other renewable energy into existing infrastructure in Plumas County. Multiple local, state and federal agencies have agreed to help develop PEER MAP and their continued participation is creating unique linkage opportunities and potential for achieving economies of scale, especially for utilization of woody renewables. The non-profit Sierra Institute has partnered with Wisewood, Inc. – a Portland, Oregon based firm with experience developing state-of-the-art biomass energy projects – to further pursue woody biomass opportunities.

This work is proceeding at a remarkably rapid pace. Stakeholder interviews, a critical component of the PEER MAP process, have indicated there is ample support and significant need for alternative sources of heat in a number of facilities throughout the county. Furthermore, stakeholder support and excitement has resulted in a shift in project focus from looking exclusively at individual facilities heated by a single boiler to exploring scenarios where multiple facilities all draw heat from one centrally located woody renewables fired boiler.

Pursuing effective and sustainable utilization of woody renewables has become the central focus of the PEER MAP process for a number of reasons. While always part of the PEER MAP energy portfolio given the abundance of woody renewables throughout the county, generating heat from woody biomass provides additional benefits to the community. Biomass harvested during forest thinning projects result in healthier forests that are less prone to catastrophic wildfire. Generating a demand for biomass will strengthen local timber markets by helping carry marginal, but necessary timber sales, and create new employment opportunities for equipment operators – and others reliant on the forest products industry. Finally, woody biomass is a cheaper fuel source than heating oil or diesel fuel and it has very little of the price volatility associated with fossil fuel markets.

To date Wisewood, Inc. has completed feasibility studies for four facilities in Plumas County: The USFS Supervisors Office in Quincy, Mt. Hough Ranger Station, Eastern Plumas Health Care and Portola High School. One more study, still to be determined, remains to be completed.

## General Summary of Woody Renewable-Powered Thermal Boilers:

### Technology Overview:

All major functions of the proposed woody renewables-powered thermal boilers are fully automated including automatic ignition, self-feeding mechanisms and automatic de-ashing. Optimal performance requires wood chips 2" minus in size and dried to a point where the moisture content is less than 35%. Boilers that burn green wood are available but are more expensive and less efficient. The recommended delivery and storage method for most locations consists of two self-contained chip bins that can be filled off-site and delivered as needed. This system does not require the construction of an on-site chip storage facility. Woody renewables powered boilers have a 30-year life expectancy.

### Emissions and Air Quality:

Due to air quality concerns, Wisewood, Inc. considered additional measures to reduce particulate emissions from the biomass-fired boilers. Installation of an electrostatic precipitator (ESP) would reduce particulate emissions to approximately 20 mg/M<sup>3</sup> – which is considered to be a very low emissions rate. Including an ESP adds significant cost to each installation (cost of ESP, additional power needs, increased construction costs) and may not be necessary depending on boiler technology selected.

### Financial Analysis:

Installing woody renewable-powered thermal boilers is more expensive than traditional fossil fuel boilers and financial benefits vary from site to site. For community systems that provide heat to multiple buildings additional costs are incurred by digging trenches and laying insulated pipe. However, when installation of biomass-fired boilers is timed with the replacement of aging fossil fuel boilers avoided cost help shorten the payback period. Furthermore, the low cost of biomass, the insulation from the volatile oil prices and low price escalation relative to fossil fuels serve to turn these investments cash positive in a relatively short period of time. Finally, the Sierra Institute is actively working with state and federal agencies to secure grants and low-interest loans to help further reduce costs.

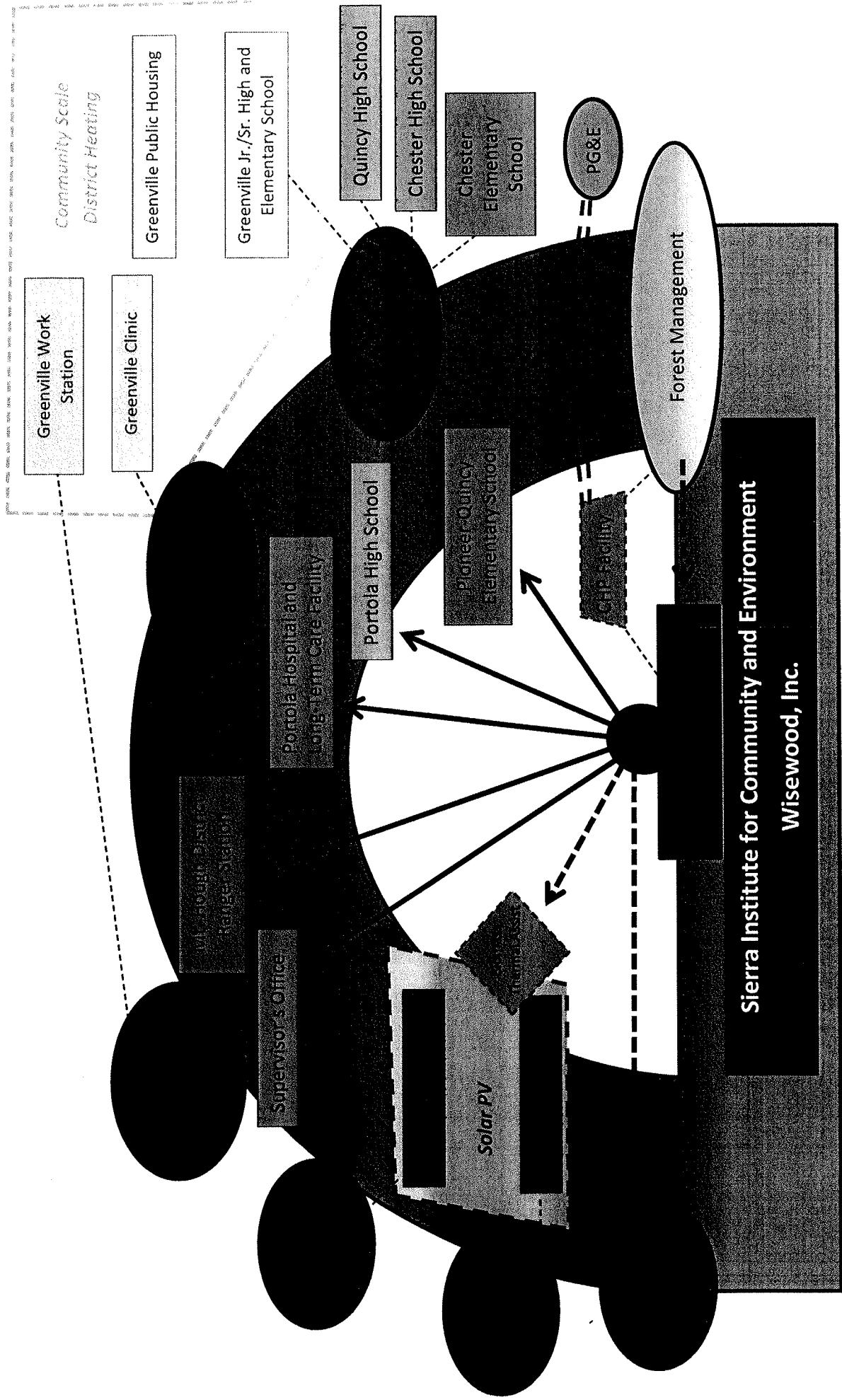
Wisewood, Inc. has conducted several prefeasibility studies on facilities throughout Plumas County. While these studies are by no means definitive and only provide rough estimates of the costs associated with installing woody renewable-powered boilers and the potential returns on these investments, the numbers generated are promising.

### Portola High School Prefeasibility Study:

*Current Costs:* Portola High School currently consumes 22,640 gallons of fuel oil at \$3.75 per gallon for a total cost of approximately \$79,000 per year. Additionally, Portola is considering installing a new propane fired boiler at a cost of \$450,000.

*Woody Renewables-Powered Boiler:* Installation of a woody renewable-powered boiler could reduce heating costs by 70-80% with an estimated 10 to 12-year payback period when compared to current operations.

# Plumas Energy Efficiency and Renewables Management Action Plan (PEER MAP)







## GROUND LEVEL: MAKING ENERGY LOCAL

## Grand Marais looks to harvest heat from an overcrowded forest

by Dan Kraker, Minnesota Public Radio

September 10, 2013

GRAND MARAIS, Minn. — After the Ham Lake Fire torched more than 100 buildings along the Gunflint Trail in 2007, Cook County residents looked differently at the lush pine forest surrounding their homes. All those beautiful trees posed a very real wildfire hazard.

So homeowners began thinning thousands of trees, adopting a strategy known as "Firewise." They hauled the trees and brush to gravel pits on the Superior National Forest and burned them.

"It's just a lot of material going up in smoke," said Lutsen resident Paul Nelson as he gestured to a slash pile near Devil Track Lake outside town, easily 25 feet tall and over 100 feet across.

So Nelson and other members of the Cook County Local Energy Project hatched an idea. Why not harness that wasted energy, and use it to heat buildings in Grand Marais?

That question led to nearly four years of community discussion and detailed analysis of a plan to build a district biomass heating plant, which would burn locally harvested timber to heat water and pipe it underground to the city's 21 largest customers, including the hospital, schools, county courthouse and the city's largest private businesses.

It put the town of 1,400 at the leading edge of a growing interest in small-scale community power generation. Elsewhere, communities trying to take advantage of their resources are building solar operations, using methane from garbage and burning agricultural waste.

But, as Grand Marais is learning, making energy locally brings both benefits and costs.

Cook County commissioners set aside \$355,000 from a 1 percent sales tax to fund feasibility studies for the Grand Marais idea. A \$250,000 USDA grant is helping pay for a final engineering study and business plan due this fall.

**"When you localize things, you end up localizing the good and the bad."**

*- Kathryn Fernholz, executive director of Dovetail Partners*

Backers see three big advantages. Wood to fuel the new system would be harvested from an old, crowded forest, reducing fire risk and rejuvenating the forest. Because most of the county's heat is now generated from fuel oil and propane, fossil fuels would be displaced. And Grand Marais would increase its energy self-reliance by harvesting a local, sustainable resource and keeping energy dollars in the community.

"We have the opportunity to do something different," argued Grand Marais City Council member Tim Kennedy. Rather than sticking its head in the sand and doing the same thing year after year, Kennedy believes the county is on the cusp of making "some long-term, visionary decisions."

## LACK OF NATURAL GAS SPURS INNOVATION

Biomass projects have lost steam elsewhere because of dirt-cheap natural gas prices, driven largely by hydraulic fracturing and other technologies that have drastically increased the domestic supply.

But there aren't any gas pipelines to Grand Marais and other far northern Minnesota towns like Ely. The rocky terrain and sparse customer base make the cost prohibitive.

As a result, homes and businesses in Grand Marais heat largely with propane or fuel oil.

**"It's just a lot of material going up in smoke."**

*- Paul Nelson, Lutsen resident*

It can cost \$1,000 in fuel oil to heat the Cook County Regional Hospital for a single cold winter day, said maintenance supervisor Rory Smith. One of the hospital's three boilers was installed 45 years ago and needs replacing.

Smith said the price of fuel oil is also extremely volatile and has risen 253 percent in the past 10 years, according to FVB Energy, which is conducting the engineering and economic analysis of the Grand Marais project.

With a central biomass plant, the hospital would need the boilers only for backup. And the costs would likely be much more predictable. But Administrator Kimber Wraalstad is waiting for more information.

"They haven't given me real pricing yet," she said. "I remain skeptical until I get on the bottom line here and they get me the real numbers."

Still, the hospital and the 20 other primary target customers have signed letters of intent to work with the new biomass project.

## AIR EMISSION CONCERN

## AUDIO

Grand Marais looks to harvest heat from an overcrowded forest (feature audio)

## GROUND LEVEL: MAKING ENERGY LOCAL

Whether they want to be forward thinking, save money on energy or cut their greenhouse emissions, some Minnesota communities are trying different ways to generate power.

[More in Ground Level: Making Energy Local](#)

Go



Tim Kennedy

Another concern community members have raised is potential air pollution. But Kennedy said that fear is based on history and old technology. In the 1970s the high school in Grand Marais installed a wood chip burning plant that "spewed smoke all over the community," Kennedy said. "That was nothing more than a glorified barrel stove."

New technology burns much more of the biomass, leaving less to escape up the smokestack. Still, wood fuels do produce higher emissions of some pollutants, including particulates and carbon monoxide, than do more refined fuels like propane and fuel oil.

"Emissions associated with (fuel oil and propane) are largely left behind at the refinery," explained Kathryn Fernholz, executive director of Dovetail Partners, a Minneapolis based nonprofit that conducted the first major analysis of the proposed Grand Marais biomass project. "So by the time that fuel gets to Grand Marais, it's very clean."

The community is considering outfitting the biomass plant with pollution control equipment called an electrostatic precipitator to remove most of particulate matter. According to the Dovetail Partners analysis, that would reduce particulate emissions to 13 percent of uncontrolled emissions.

But even without those controls, the Grand Marais plant would not even need Minnesota air quality permits...it's simply too small.

### OLD TREES FOR NEW ENERGY

Grand Marais is a town of vivid, sparkling blue and lush green, with the waters of Lake Superior on one side and a seemingly endless sea of spruce, aspen and birch on the other, stretching inland to the Boundary Waters and beyond.



Biomass fuel lumber

Off a dirt road in the Superior National Forest, Nelson skidded his F-150 pickup to a stop to inspect a small logging site. This was where he envisions the wood to fuel a biomass plant will come from. Feasibility studies have demonstrated that the trees and brush cleared for fire protection would not be enough to fuel a central plant.

Logs were stacked neatly to the side. The outsides of the logs were green and healthy, but the centers were clearly rotten. "The mill wants the stuff that's solid all the way through," he said. "This other aspen that's all rotted out in the center they don't want, because it's not productive wood."

It turns out the forest surrounding Grand Marais is filled with thousands of acres of over-age aspen trees that Nelson argues could easily fuel a biomass plant. The U.S. Forest Service estimates there are 56,000 dry tons of sustainable biomass supply within 60 miles. The proposed district heating plant would use 2,700 dry tons a year.

"There's so much biomass out there in the forest," said Patty Johnson, fire management officer for the Superior National Forest. She hopes this project will lead the way for additional community-scaled projects across northern Minnesota. Those dense stands of old aspen are some of the most fire-prone parts of the forest, "but there's just not enough volume (of younger trees) for the loggers to be interested in those areas." A biomass plant, she said, "would give us another tool in our toolbox for treating those areas."

But it won't come cheap. The Grand Marais system is expected to cost about \$9 million to build.

Kennedy, also a member of the Grand Marais Public Utilities Commission, said the city council passed a resolution in August to request bonding money from the state to build it. "If that would happen," he said, "it would put us in a pretty good position to secure the rest of the financing necessary to build and capitalize the facility."

### A COMMUNITY CHOICE

In today's world where so much of what we buy--from food to clothing to iPads--is actually made thousands of miles away, Grand Marais is poised to move in the opposite direction, to generate the majority of the community's thermal energy needs just a few blocks from where it would be used.

What Grand Marais has had to wrestle with, said Fernholz, is that "when you localize things, you end up localizing the good and the bad." So with biomass, for example, there will be increased truck traffic to bring the timber to the plant. Some air pollution will be created where the wood is burned, rather than where the propane or fuel oil is refined.

But the benefits are also localized. "We can do it in a way that's good for the forest, for the local economy, in a way the air quality is preserved," argued George Wilkes, co-founder of the Cook County Local Energy Project. "It's going to happen sometime, we just have to keep working on finding the right way to do it."

Recommend 65 people recommend this. Be the first of your friends.

### Broadcast Dates

All Things Considered, 09/11/2013, 4:49 p.m.

**Dan Kraker** • Reporter  
dkraker@mpr.org • @dankraker

Dan Kraker is based in Duluth, Minn.

SPONSORS

# BOARD OF SUPERVISORS

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



10/1

October 01, 2013

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request  
Chester Jr/Sr High School  
Homecoming Parade  
October 11, 2013 at 1:00 p.m.**

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Terry Swofford, Chair

Cc: Plumas County Director of Public Works

# BOARD OF SUPERVISORS

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



October 01, 2013

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

Attention: Permits Engineer

**Subject: Encroachment Permit Request  
Greenville High School  
Homecoming Parade  
October 11, 2013 at 1:00 p.m.**

This letter acknowledges that the Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Terry Swofford, Chair

Cc: Plumas County Director of Public Works

# BOARD OF SUPERVISORS

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



October 1, 2013

Re: Damage Claim – Seneca Tree Farm

TO WHOM IT MAY CONCERN:

Mr. Joe Smailes has owned the 700 acre Seneca Tree Farm located 5 miles south of Canyon Dam, CA within the North Fork Feather River Watershed since 1999. The property is a certified tree farm under the American Tree Farm system adhering to all conservation protocols.

The owner has been diligent in preparing for unforeseen wildfire by the undertaking of thinning hazardous fuels over the past 10 years. The cost of performing such thinning has been cost shared between the landowner, Natural Resource Conservation Service – EQIP, California Forest Improvement Program – Proposition 40 Funding.

In 2012 the Chips Fire burned through Smailes' Seneca Tree Farm property which resulted in a mixed severity burn. Much greater damage would have occurred on the property and surrounding properties had it not been for the prior hazardous fuel abatement. Ultimately, one quarter of the standing timber was fire injured or killed.

The eastern portion of the property was intentionally burned out by the attending Inter-Agency Incident Management Team for the express purpose of reducing fire spread on the eastern flank of the Chips Fire. This statement is supported by a letter by the Operations Chief of the responsible incident team.

The Plumas County Board of Supervisors formally requests Joe Smailes, owner of Seneca Tree Farm, receive the highest priority in ranking for restoration funding.

Sincerely,

Terrell Swofford, Chair  
Plumas County Board of Supervisors



# Office of the Sheriff

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

bc

GREGORY J. HAGWOOD  
SHERIFF/CORONER

## Memorandum

**DATE:** September 18, 2013

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Greg Hagwood A handwritten signature in black ink, appearing to read "Greg Hagwood".

**RE:** Agenda Item for the meeting of October 1, 2013

### **Recommended Action:**

Approve and authorize Auditor to pay Sav-Mor invoice for expenses in the amount of \$59.15 incurred by the Sheriff's Office for a marijuana garden investigation/eradication.

### **Background and Discussion:**

Supplies for SWAT team and support staff during a multiagency marijuana eradication in a remote area of the County. Given the location, weather and time required it was necessary to provide this support to maintain the officers' health and safety.

# COPY

2013016011



Store 17 - 1947 E. Main St, Quincy  
Phone 530/283-2370

3 @ 4.98	GATORADE WIDE	14.94 F
3 @ 0.40	CRV	NP 1.20 F
3 @ 4.98	GATORADE WIDE	14.94 F
3 @ 0.40	CRV	NP 1.20 F
2 @ 3.68	CRYSTAL GYSR WATER	7.36 F
2 @ 1.20	CRV	NP 2.40 F
4 @ 3.98	20LB CRUSHED ICE	15.92 B
	TAX	1.19
**** BALANCE		59.15

\*\*\*\*\*  
 PAYMENT TYPE: SAV MOR CHARGE  
 AMOUNT: \$59.15  
 ACCOUNT NUMBER: 170027  
 INVOICE NUMBER: 14317308/27/13  
 \*\*\*\*\*

VF	SAV MOR CHARGE	59.15
	CHANGE	0.00

TOTAL NUMBER OF ITEMS SOLD = 20  
 08/27/13 05:23PM 17 3 148 14662

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[www.facebook.com/SAVMORFOODS](http://www.facebook.com/SAVMORFOODS)

Visit Our  
**facebook**  
 Page



Specials,  
 Recipes,  
 Ideas..

CUSTOMER SERVICE HOTLINE 877-728-6671

\*\*\*\* Our Receipts are BPA-Free \*\*\*\*

Your eligible dollars on this purchase  
**\$53.16**

You can receive a 9 cent per gallon  
 reward by making a simple purchase of  
 \$75 or more of eligible items.

One fuel reward per eligible  
 transaction.

Reward is limited to 1 fuel purchase  
 Limit 30 gallons or \$75 on debit or  
 credit card purchases at the pump.  
 Reward expires 7 days from the date of  
 purchase.

All promotions have restrictions and  
 exclusions. Please see store for  
 details.

MARIJUANA  
 GARDEN

SEPT 20<sup>TH</sup>

2013016011

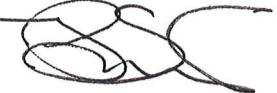


# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

100  
Courthouse Annex, 270 County Hospital Rd., Suite 207, Quincy, CA 95971-9174

ELLIOTT SMART  
DIRECTOR

(530) 283-6350  
Fax: (530) 283-6368

DATE: SEPTEMBER 17, 2013  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: ELLIOTT SMART, DIRECTOR  
DEPT. OF SOCIAL SERVICES   
SUBJ: BOARD AGENDA ITEM FOR OCTOBER 1, 2013 – CONSENT AGENDA  
RE: APPROVAL OF A CONTRACT WITH DEMARTILE AUTOMOTIVE, INC. FOR  
VEHICLE MAINTENANCE AND REPAIR SERVICES

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

1. Approve and authorize the Director of the Department of Social Services to sign an agreement with DeMartile Automotive, Inc. for vehicle maintenance and repair for FY 2013-2014.
2. Authorize the Director of the Department of Social Services to execute an extension of this agreement for an additional period of time not to exceed twelve calendar months at the conclusion of the current term, subject to the availability of state and federal funds.

### **Background and Discussion**

The Department of Social Services annually executes contracts for vehicle maintenance and repair. Two such contracts are before the Board today for your approval. To ease the administrative burdens that renewal of these agreements would create, the Department recommends that the Board authorize the Director of the Department of Social Services to extend this agreement for an additional term not to exceed twelve calendar months at the conclusion of the current term.

### **Financial Impact**

Funds have been appropriated in the proposed Department budget to cover the cost of this agreement.

### **Other Agency Involvement**

County Counsel has reviewed the agreement and approved it as to form.

Copies (cover memo only): DSS Management Staff

Enclosure

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services/Public Guardian (hereinafter referred to as "County"), and DeMartile Automotive, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed THIRTEEN THOUSAND Dollars (\$13,000.00).
3. Term. The term of this Agreement shall be from JULY 1, 2013 through JUNE 30, 2014, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

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

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. 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:

Department of Social Services/Public Guardian  
County of Plumas  
270 Co. Hospital Rd., Suite 207  
Quincy, CA 95971  
Attention: ELLIOTT SMART

Contractor:

DeMartile Automotive, Inc.  
200 E. Main Street  
Quincy, CA 95971  
Attention: TIM DEMARTILE

22. 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.
23. 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.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

SM COUNTY INITIALS

- 4 -

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

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

**CONTRACTOR:**

DeMartile Automotive Inc., a California Corporation

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

Name: TIM DEMARTILE

Title:

Date signed:

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

Name: KATHY DEMARTILE

Title:

Date signed:

**COUNTY:**

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

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

Name: ELLIOTT SMART

Title: DIRECTOR

Date signed:

**APPROVED AS TO FORM:**

*Stephen J. Ward, Esq.*  
Plumas County Counsel

*9/10/13*  
Date

**EXHIBIT A**

**Scope of Work**

1. Provide the following automotive repair services on an as-needed basis upon request of the County:
  - a. Lube, oil, and filter changes (LOF).
  - b. Sale and installation of new tires.
  - c. Tire rotation.
  - d. Mounting and balancing of tires.
  - e. Vehicle alignment.
  - f. Brakes and shocks repair and replacement.
  - g. Transmission Service
2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

**EXHIBIT B****Fee Schedule**

1. Labor shall be charged at \$90.00 per hour.
2. Prices for tires quoted prior to installation.
3. Prices for brake service quoted after inspection.
4. Transmission service shall be charged at a flat rate of \$115.00 to \$140.00, depending on the type of vehicle.
5. Front end alignment shall be charged at a flat rate of \$57.00. Alignment service on all four wheels shall be charged at a flat rate of \$83.50.
6. LOF changes with inspection shall be charged at \$39.00 to \$43.00 (all inclusive), depending on the type of vehicle, for up to 5 quarts of oil, with no charge rotation with Les Schwab Tires.
7. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
8. Contractor shall be paid monthly in accordance with the terms of the Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



## DEPARTMENT OF FACILITY SERVICES

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

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



**Donald Sawchuk**  
**Director**

**Date:** October 1, 2013

**To:** Honorable Board of Supervisors

**From:** Donald Sawchuk, Director

**Subject:** **Authorize and execute New Courthouse Janitorial Contract for Tim Ringo DBA Bob's Janitorial Service.**

---

### Recommendation

Authorize and execute new Courthouse Janitorial Contract for Tim Ringo DBA Bob's Janitorial Service.

### Background

Bob's Janitorial Service is now responsible for the Janitorial Maintenance of the following facilities:

1. Plumas County Courthouse, Quincy

Service includes annual restoration and maintenance of marble floors, stairs and wainscoting in all common areas and restrooms.

The above referenced agreement is with County Counsel and pending approval prior to Board Meeting.

# PLUMAS COUNTY MENTAL HEALTH SERVICES

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



---

Michael Gunter MFT, Interim Director

DATE: September 19, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: MICHAEL GUNTER, MFT INTERIM DIRECTOR, DEPARTMENT OF MENTAL HEALTH

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 1, 2013, CONSENT AGENDA

RE: RECEIVE, AUTHORIZE SIGNATURE AND RATIFICATION OF PROFESSIONAL SERVICES AGREEMENT WITH WILLOW GLEN CARE CENTER, A CALIFORNIA CORPORATION FOR INPATIENT MENTAL HEALTH SERVICES.

**It is recommended that the Board:** Approve FY 13/14 amendment "XI" to the contract with Willow Glen Care Center, A California Corporation for (fiscal year 2013-14) and authorize the interim director of Mental Health to sign the amendment.

**Background and Discussion:** The Willow Glen Care Center, a California Corporation contract is specifically associated with the provision of inpatient mental health services to clients placed out of county.

**Financial Impact:**

There are no General Fund dollars involved in this contract. The costs associated with these services are covered by a combination of Federal and State funds.

Michael Gunter, MFT Interim Director of Mental Health is requesting that the Board of Supervisors approve the FY 13/14 amendment "XI" to the contract and authorize Michael Gunter, MFT Interim Director of Mental Health, to sign the amendment with Willow Glen Care Center, a California Corporation. Plumas County Council has approved amendment, as to form.

**AMENDMENT XI TO:  
AGREEMENT TO PROVIDE MENTAL HEALTH SERVICES**

As per written agreement between Plumas County Mental Health Services, operated by the County of Plumas, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and WILLOW GLEN CARE CENTER, a California corporation, hereafter referred to as "CONTRACTOR" for fiscal year 1998/99, Page 7, Section 12 is amended:

Both COUNTY and CONTRACTOR agree to renew said Agreement for County fiscal year 2013/14 commencing July 1, 2013, and terminating June 30, 2014.

The maximum dollar amount reimbursable shall be as follows:

Per Page 8, Section 7.A Payment for Services, which reads:

---

COUNTY shall bill clients according to their liability as established by COUNTY and third party payers (e.g. MediCal, Medi-Care, private insurance) identified by COUNTY. COUNTY shall reimburse CONTRACTOR at the rates set forth in Exhibit "E," attached hereto and incorporated herein by this reference, less any revenue received by CONTRACTOR from the above sources within 30 days of receipt of the monthly billings.

Exhibit "E" is hereby revised as attached for the term of this Amendment (fiscal year 2013/14 rates).

The total contract amount shall not exceed one hundred twenty five thousand dollars (\$125,000.00) for the term of this Amendment.

Additional Terms added to Agreement:

- A. Contractor will provide linguistically competent services as needed for Plumas County Clients as resource availability allows. Contractor will have or develop an established Cultural Competency Plan and will provide COUNTY with a copy of that Plan or approval letter from the State of California.
- B. Contractor assures that beneficiaries will not be discriminated against in any manner, including admission practices, placement in special wings or rooms, or provision of special or separate meals.
- C. Contractor shall adhere to Title XIX of the Social Security Act and conform to all applicable Federal and State statutes and regulations.
- D. County will pay Contractor \$100/day for one-to-one client services when additional client supervision is necessary for the safety of the client or others. Service must be pre-authorized by County prior to implementation.

All other terms and conditions of the fiscal year 1998/99 Agreement, as amended, shall continue in full force and effect. In the event of any conflict between this Amendment and the original Agreement or subsequent amendments, the provisions of this Amendment shall take precedence.

Signatures are on the next page.

SIGNATURES

County:

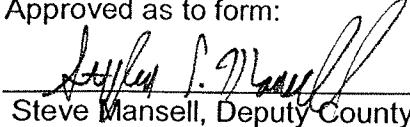
Mental Health Department, County of Plumas



Kimball Pier, Ph.D., LMFT Director  
Director, Plumas County Mental Health

Date \_\_\_\_\_

Approved as to form:



Steve Mansell, Deputy County Counsel

9/12/17  
Date \_\_\_\_\_

Plumas County Board of Supervisors

T. Swofford, BOS Chair

Date \_\_\_\_\_

CONTRACTOR

Willow Glen Care Center  
A California Corporation  
By:

Thomas L. Ortner, Executive Director

Date \_\_\_\_\_

By:

Susan Taylor, Secretary of the Board of Directors

Date \_\_\_\_\_

**REVISED EXHIBIT "E"**

**Day Rehabilitation Services  
Fee Schedule for Fiscal Year 2013/2014**

<u>Number of Participants</u>	<u>Daily Rate</u>
01-45	\$138.00
46-74	\$118.00
75-100	\$ 98.00

6F2



## PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Michael Gunter, MFT Interim Director

DATE: September 19, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: MICHAEL GUNTER, MFT, INTERIM DIRECTOR, DEPARTMENT OF MENTAL HEALTH

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 1, 2013, CONSENT AGENDA

RE: RECEIVE, AUTHORIZE SIGNATURE AND RATIFICATION OF PROFESSIONAL SERVICES AGREEMENT WITH KINGSVIEW CORPORATION FOR ELECTRONIC HEALTH RECORD SOFTWARE AND SUPPORT SERVICES.

**It is recommended that the Board:** Approve second amendment to the contract with Kingsview Corporation for fiscal year 2013-14 and authorize the interim director of Mental Health to sign the amendment.

**Background and Discussion:** The Kingsview Corporation contract is specifically associated with the provision of software and technology support services for maintaining electronic health records.

### **Financial Impact:**

There are no General Fund dollars involved in this contract. The costs associated with these services are covered by a combination of Federal and State funds.

Michael Gunter, MFT, Interim Director of Mental Health is requesting that the Board of Supervisors approve the first amendment to the contract and authorize Michael Gunter, MFT, Interim Director of Mental Health, to sign the amendment with Kingsview Corporation.

**SECOND AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND KINGSVIEW CORPORATION**

This Second Amendment to Agreement ("Amendment") is made on May 1, 2013 between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Kingsview Corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Kingsview Corporation have entered into a written Agreement dated April 28, 2011, (the "Agreement"), in which Kingsview Corporation agreed to provide computerized management information and support services to Plumas County.
  - b. The parties desire to change the Agreement because the Anasazi Software annual maintenance agreement changes each year. The annual maintenance fees are changed with an amendment per paragraph 3. Compensation, "The contract will be amended to include the annual software version rights cost."
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Exhibit D is deleted in its entirety and replaced with a new Exhibit D that is attached herein.
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated April 28, 2011, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year set forth above.

**“COUNTY”**  
**COUNTY OF Plumas**

By \_\_\_\_\_  
Kimball Pier, Ph.D. LMFT  
Mental Health Director

Date: \_\_\_\_\_

By \_\_\_\_\_  
T. Swofford, BOS chair

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM  
COUNTY COUNSEL

By Steve Mansell  
Steve Mansell, Deputy County Counsel

Date: 9/12/13

**“CONTRACTOR”**  
**KINGS VIEW CORPORATION**  
By \_\_\_\_\_  
George Harper, Board Chairman

Date: \_\_\_\_\_

By \_\_\_\_\_  
Keith Schellenberg, Secretary

Date: \_\_\_\_\_

**EXHIBIT D**

**PLUMAS COUNTY**

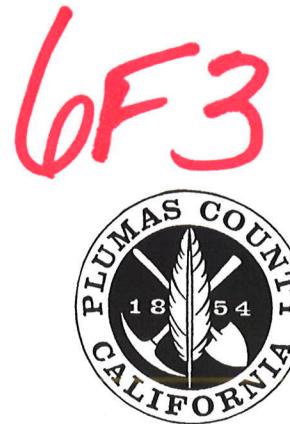
**ANASAZI SUPPORT AGREEMENT**

**June 1, 2013-May 31, 2014**

**ANNUAL RECURRING COSTS maximum** **\$37,233**

- a. Maintenance Agreement
- b. New Version Rights
- c. Third Party Services
- d. Visual DataFlex Support and Upgrade Insurance
- e. Mertech SQL Database Drivers

]



## PLUMAS COUNTY MENTAL HEALTH SERVICES

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

---

Michael Gunter MFT, Interim Director

DATE: September 19, 2013

TO: HONORABLE BOARD OF SUPERVISORS

FROM: MICHAEL GUNTER, MFT INTERIM DIRECTOR, DEPARTMENT OF  
MENTAL HEALTH

SUBJ: BOARD AGENDA ITEM FOR OCTOBER 1, 2013, CONSENT AGENDA

RE: RECEIVE, AUTHORIZE SIGNATURE AND RATIFICATION OF  
MEMORANDUM OF UNDERSTANDING WITH SIERRA CASCADE  
FAMILY OPPORTUNITIES (SCFO) FOR FY13-14

**It is recommended that the Board:** Approve the FY 13/14 memorandum of understanding with Sierra Cascade Family Opportunities, also known as Head Start program for services to Head Start participants.

**Background and Discussion:** Plumas County Mental Health partners with SCFO to provide class room observations to Head Start participants and trainings to teachers and parents. This MOU is for Mental Health services to perform classroom observations, assessment of children, and collaboration and education of staff; for which SCFO pays for these professional services.

**Financial Impact:**

This is a revenue contract and there is no cost to the county.

Michael Gunter, MFT Interim Director of Mental Health is requesting that the Board of Supervisors approve the FY 13/14 MOU with SCFO and authorize Michael Gunter, MFT Interim Director of Mental Health, to sign. Plumas County Counsel has approved the MOU as to form.

**MEMO OF UNDERSTANDING  
FOR  
MENTAL HEALTH SERVICES  
Between  
PLUMAS COUNTY MENTAL HEALTH (PCMH)  
And  
SIERRA CASCADE FAMILY OPPORTUNITIES (SCFO)**

Whereas: Sierra Cascade Family Opportunities is a California non-profit corporation, and is the administrator of Head Start services to eligible resident Plumas County children 0-5 years of age; and

Whereas: Head Start Performance Standards require that the services of a mental health professional (or professionals) be provided on a regular schedule of sufficient frequency to insure the timely and effective identification of and intervention in family and staff concerns about a child. Performance Standards 1304.24(a)(2) and 130424(a)(3); and

Whereas: Plumas County, a political subdivision of the state of California by and through its Mental Health Plan Standard Agreement #11-73033-000 designates the Plumas County Mental Health Department as the specialty mental health service provider for MediCal beneficiaries of Plumas County; and

Whereas: It is the desire of Sierra Cascade Family Opportunities to partner with Plumas County Mental Health in providing specialty mental health services and to purchase professional specialty mental health services from Plumas County Mental Health.

Now therefore it is mutually agreed as follows:

**PARTIES:**

The parties of this agreement are the Plumas County Department of Mental Health (hereinafter PCMH) and the Sierra Cascade Family Opportunities (hereinafter SCFO)

**TERMS OF AGREEMENT:**

This agreement shall be in effect as of July 1, 2013 and continues until June 30, 2014. This agreement may be reviewed annually. The party wishing to initiate a change or to terminate the agreement shall be responsible for notifying the other party. The agreement shall terminate within 30 days of such notification unless a modified agreement is signed by both parties.

**SERVICES:**

1. PCMH will conduct at least one two-hour classroom mental health observation by October 31, 2013 per requested number of classrooms to evaluate program practices, determine whether observed practices promote child mental health wellness and social/emotional development, identify areas needing improvement, and observe children present to determine any concerns or potential mental health referral needs. Two one-hour classroom observations will be conducted as In

Kind from PCMH. Additional observations can be completed for a fee of \$60 per hour, payable by SCFO upon receipt of a written invoice from PCMH.

- (A.) PCMH will contact Head Start site staff prior to visit and schedule a mutually convenient time for observing children interacting socially with each other and with staff.
- (B.) PCMH will document results and share with SCFO staff, including any concerns about individual children as soon as possible after completing observation. If concerns are identified, the formal referral process will be followed, including parent notification and permission procedures.
- (C.) PCMH will submit a written summary of observation, including any specific concerns about a child, staff, or classroom environment to SCFO Education Services Manager no later than two weeks after completing observation. This written observation will be maintained by the SCFO Education Manager, who in turn will ensure any needed follow-up.

2. PCMH staff will make recommendations for referral of children to Plumas County Children's System of Care, for mental health assessments and services. PCMH Children's System of Care will:

- (A.) PCMH will meet with staff/parents of identified children needing individual assistance, on a regular basis, to provide recommended developmental activities and approaches for use with children with mental health needs.
- (B.) PCMH will work with parents of identified children to ensure child receives necessary services outside the Head Start program.
- (C.) PCMH will be available to consult with and coach staff/parents, if needed, on a regular basis, in developing and using a Behavior Intervention Plan to change atypical behavior in children. SCFO Special Needs Manager will monitor implementation of the written plans.
- (D.) SCFO will use agency mental health referral procedures.
- (E.) Services provided by PCMH, once a referral is made, will be billed directly to a child's MediCal or insurance plan and/or absorbed by PCMH.

3. PCMH requests that SCFO participate in continuing education opportunities relevant to mental health services and therapeutic interventions with families and to that end, PCMH will provide two mental health trainings to SCFO staff and parents.,

- (A.) PCMH will be available to answer questions parents may have regarding appropriate responses to their children's behavior.
- (B.) PCMH will assist staff/families to make contact with and to take advantage of any and all existing resources that promote the healthy development of children.

4. PCMH staff will provide four (4) times yearly a one-hour on site consultation to parents and staff at intervals of every other month.

**FEES & COMPENSATION:**

1. It is the intention of SCFO and PCMH to assure the cost effectiveness of service provision by utilizing all existing fund sources to pay for services to SCFO. SCFO and PCMH will facilitate cases being officially opened by PCMH to assure access to Medi-Cal, insurance and grant funding. All services provided to children and families that qualify for the services of PCMH will be billed through PCMH and will not be the responsibility of SCFO. Nothing in this agreement shall be intended to prevent the Mental Health Department to bill as appropriate for Medi-Cal or other external payers to the extent that it is permitted for such services provided to customers..
2. As previously noted, PCMH will provide two classroom observations, for each Head Start classroom in Plumas County, as In-Kind. All additional observations that are not associated with an open MediCal eligible mental health case will be billed at a rate of \$60.00 an hour for observation, consultation and written report production payable by SCFO upon receipt of a written invoice from PCMH.
3. All trainings and on site consultations that are not directly associated with an open MediCal eligible mental health case or referral will be provided at no cost to SCFO according to the parameters of MHSA/PEI funding.
4. Subject to receipt of a claim for these funds submitted on Plumas County Mental Health letterhead and signed by the Director, the Sierra Cascade Family Opportunities shall pay.

**LAWS, REGULATIONS AND POLICIES:**

It is understood that each of the Parties to this agreement are required to operate within the scope of their governing laws, regulations and policies. Nothing in this agreement shall impose any additional requirements.

**FINANCIAL RECORDS:**

Each of the Parties shall be responsible for maintaining any necessary financial records in accordance with the procedures and requirements specified by laws and regulations governing their discrete functions and programs. Nothing in this agreement shall impose any additional requirements to those regulations and policies.

## SIGNATURE PAGE

Accordingly, the Parties hereby (and with the approval of the Board of Supervisors) execute this Agreement:

Sierra Cascade Family Opportunities

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Barbara Tiner, Fiscal Administrative Officer

Date

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Brenda Poteete, Executive Director

Date

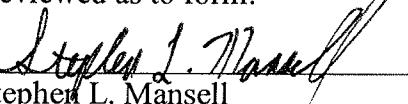
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Kimball C. Pier, Ph.D, Director  
Plumas County Mental Health Department

Date

Reviewed as to form:

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Stephen L. Mansell  
Plumas Deputy County Counsel

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9/19/13  
Date

Approved by Board of Supervisors

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Terrell Swofford, BOS Chair

Date



# 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: August 28, 2013

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for October 1, 2013

**Item Description/Recommendation:** Approve the attached Resolution to accept Standard Agreement Number 13-20428 from the California Department of Public Health, Office of AIDS for Housing Opportunities for Persons With Aids (HOPWA), and authorize the Director of Public Health to sign the Amendment as the Boards designee.

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

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



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

*b6j*

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: September 5, 2013

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Item for October 1, 2013

**Item Description/Recommendation:** Approve a Resolution to Accept Grant Agreement Number 13-20097 from the California Department of Public Health, Nutrition Education and Obesity Prevention Branch, and authorize the Director of Public Health to sign the Agreement and execute subsequent documents pertaining to the agreement.

**Background Information:** Pursuant to a grant from the California Department of Public Health, Plumas County Public Health Agency (PCPHA) will create innovative partnerships that assist SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle. The goal of this program is to provide Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed) participants and those eligible up to 185 percent Federal Poverty Level (FPL) are educated and receive support to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity. These are the behavioral outcomes that the U.S. Department of Agriculture (USDA) expects and have the potential to reduce the prevalence of obesity and the onset of related chronic diseases in the SNAP-Ed population.

A copy of the Grant Agreement between the California Department of Public Health and Plumas County Public Health Agency is on file with the Clerk of the Board for your review.

Please feel free to contact me should you have any questions. Thank you.

PLUMAS COUNTY  
DEPARTMENT OF PUBLIC WORKS  
SOLID WASTE DIVISION

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

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COPY

**AGENDA REQUEST**

for the October 1, 2013 Meeting of the Board of Supervisors

September 23, 2013

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: Consideration of a Rate Increase (2.36%) for Solid Waste Franchise Area No. 3 in the Plumas County Solid Waste Program, as follows:

- A. To conduct a Public Hearing in accordance with Proposition 218 regarding the proposal to increase rates for Solid Waste Franchise Area No. 3; discussion, possible direction to staff and possible action.
- B. To conduct a Public Hearing on the Proposed Revised Ordinance to increase rates for Solid Waste Franchise Area No. 3; discussion, possible direction to staff and possible action.

**Background:**

Plumas County is under contract with InterMountain Disposal, Inc. (IMD) as the Solid Waste Franchise Contractor for Solid Waste Area # 3.

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

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

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

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

The Plumas County Integrated Waste Management Task Force considered the matter of the proposed rate increase at its meetings of March 28, 2013 and April 25, 2013.

On April 25, 2013, the Plumas County Integrated Waste Management Task Force adopted the following motion:

“That the Task Force recommends to the Board of Supervisors that a rate increase for InterMountain Disposal be granted in the amount of 2.36%.”

The Board of Supervisors considered the matter of the proposed rate increase at its meeting of May 14, 2013.

At the recommendation of Public Works staff and the Plumas County Integrated Waste Management Task Force, the Board of Supervisors voted on May 14, 2013 to direct Solid Waste staff to begin the required work for a 2.36% rate increase.

On August 13, 2013, a Public Notice pertaining to the proposed rate increase was mailed, via USPS first class mail, to parcel owners within Solid Waste Franchise Area No. 3, all in accordance with Proposition 218 requirements. The Public Notice included the following hearing notification information:

“The Plumas County Board of Supervisors is scheduled to:

1. Perform the First Reading of the proposed rate increase ordinance and conduct a Public Hearing on the proposed rate increase ordinance during its meeting scheduled for Tuesday, September 17, 2013 in the Board of Supervisors Room 308 at 520 Main Street, Quincy, California. The First Reading and the Public Hearing are scheduled to begin at 1:30 PM.
2. Conduct a Proposition 218 Public Hearing on the proposed rate increase ordinance and consider adoption of the rate increase ordinance during its meeting scheduled for Tuesday, October 1, 2013 in the Board of Supervisors Room 308 at 520 Main Street, Quincy, California. The Proposition 218 Public Hearing and the consideration of adoption of the rate increase ordinance are scheduled to begin at 1:30 PM.”

A copy of the Prop 218 Public Notice is attached as Attachment No. 1.

A document entitled, "Solid Waste Franchise Contractors, Rate of Return History, 1996-2012," last revised on 3/28/2013, has been prepared by Public Works staff and is attached as Attachment 2.

Also attached is Attachment 3, a draft Ordinance, Amending Article 2 of Chapter 10 of Title 6 of the Plumas County Code. NOTE: Following is the Legend for the comparison of existing and proposed rates that appear within the draft ordinance:

Black text, not in parenthesis, is the existing rates of Feather River Disposal (FRD)  
Black text, in parenthesis, is the existing rates of InterMountain Disposal (IMD)  
Red text in parenthesis, is the proposed new rates of InterMountain Disposal (IMD)

On September 17, 2013, following public input, the Board of Supervisors unanimously adopted a motion that introduced and waived the "first reading of an ORDINANCE Amending Article 2 of Chapter 10 of Title 6 of the Plumas County Code (rate increase of 2.36% for Solid Waste Franchise Area No. 3 – InterMountain Disposal, Inc.)."

If the Board of Supervisors revise the solid waste ordinance on October 1, 2013, the effective date of the revised ordinance will be October 31, 2013.

#### **Recommendations:**

Public Works staff respectfully recommends that the Board of Supervisors:

- A. Conduct a Public Hearing in accordance with Proposition 218 regarding the proposal to increase rates by 2.36% for Solid Waste Franchise Area No. 3, and
- B. Conduct a Public Hearing on the Proposed Revised Ordinance to increase rates for Solid Waste Franchise Area No. 3 by 2.36%; and to thereafter establish a rate increase of 2.36% for Solid Waste Franchise Area No. 3.

#### **Attachments:**

1. "August 12, 2013, PUBLIC NOTICE, PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE."
2. Solid Waste Franchise Contractors, Rate of Return History, 1996-2012," last revised on 3/28/2013.
3. Proposed Ordinance, Amending Article 2 of Chapter 10 of Title 6 of the Plumas County Code.

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

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

August 12, 2013

## PUBLIC NOTICE

## **PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE**

An ordinance to amend “**Sec. 6-10.207. Fee schedule for collection, transfer, and related services**” of the County Code (i.e., Section 6-10.207 of Article 2 of Chapter 10 of Title 6 of the Plumas County Code) is being proposed.

If adopted, the ordinance will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees within Solid Waste Franchise Area 3 by **two and thirty six hundredths percent (2.36%)**. The affected area is the area that is presently serviced by InterMountain Disposal, Inc., not including the service area of the City of Portola.

A copy of the entire proposed revised fee schedule is available for view, during normal business hours, at the following locations:

Plumas County, Department of Public Works (1834 East Main Street, Quincy, CA)  
Plumas County Courthouse, Clerk of the Board (520 Main Street, Room 309, Quincy, CA)

The entire proposed revised fee schedule is also available for viewing on the internet at the Home Page of the Plumas County website: <http://www.countyofplumas.com/> Under “COUNTY NEWS,” click on “VIEW ALL” and scroll down to “PROPOSED REVISIONS TO THE SOLID WASTE FEE SCHEDULE.”

The Plumas County Board of Supervisors is scheduled to:

1. Perform the First Reading of the proposed rate increase ordinance and conduct a Public Hearing on the proposed rate increase ordinance during its meeting scheduled for Tuesday, **September 17, 2013** in the Board of Supervisors Room 308 at 520 Main Street, Quincy, California. The First Reading and the Public Hearing are scheduled to begin at 1:30 PM.
2. Conduct a Proposition 218 Public Hearing on the proposed rate increase ordinance and consider adoption of the rate increase ordinance during its meeting scheduled for Tuesday, **October 1, 2013** in the Board of Supervisors Room 308 at 520 Main Street, Quincy, California. The Proposition 218 Public Hearing and the consideration of adoption of the rate increase ordinance are scheduled to begin at 1:30 PM.

If adopted on **October 1, 2013**, the effective date of the revised ordinance will be **October 31, 2013**.

The ordinance is subject to the requirements of California Constitution, Article 13D, Section 6.

*Robert A. Perreault Jr.*  
Robert A. Perreault, Jr.  
Director of Public Works  
Plumas County

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

<b>YEAR</b>	<b>RATE OF RETURN (PROFIT)</b>	
	<b>IMD</b>	<b>FRD</b>
1996	8.14% <sup>1</sup>	0.31% <sup>2</sup>
1997	16.55% <sup>3</sup>	11.63% <sup>4</sup>
1998	4.23%	8.50%
1999	20.76%	6.01%
2000	18.44%	9.59%
2001	12.87%	8.07%
2002	10.13%	9.29%
2003	13.67%	1.31%
2004	6.71%	1.19%
2005	10.72% <sup>5</sup>	11.56% <sup>6</sup>
2006	8.49%	12.01%
2007	9.09%	9.44%
2008	-5.09%	11.95%
2009	-1.00%	16.08% <sup>7</sup>
2010	-0.22%	17.32%
2011	2.39%	11.19%
2012	7.64%	16.37%
<i>Avg. Rate of Return</i>		
1996-2008.....	10.36%	8.58%
<i>Avg. Rate of Return</i>		
2008-2012.....	2.46%	14.58%
<i>Avg. Rate of Return</i>		
1996-2012.....	8.44%	10.34%

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

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

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

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

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

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

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

<sup>8</sup> IMD received a 9.00% rate increase on November 2, 2010

**Additional Notes:**

- a. IMD applied for a 15.09% rate increase in April of 2009 (request reduced to 12.00% in August, 2009 and approved at 9.00% in November, 2010)
- b. The targeted rate of return for IMD was 12% prior to 2005, 10% since then.
- c. FRD's rates have increased by 42.15% since 1995, an average increase of 2.48% per year.
- d. With the 9% increase in 2010, IMD's rates have increased by 33.93% since 1995, an avg. increase of 2.00% per year.
- e. Overall inflation calculated from the **Consumer Price Index** from 1995 through 2012 is 46.33%, an average increase of 2.73% per year.

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING ARTICLE 2 OF CHAPTER 10 OF TITLE 6  
OF THE PLUMAS COUNTY CODE**

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

**SECTION 1.** **Section 6-10.207** is hereby amended to read as follows:

(a) *General.* For purposes of this section "franchisee" shall refer to a solid waste collector as defined in this chapter. The fees below apply to all franchise areas, except that fees in parentheses, e.g. One and no/100ths (\$1.00) Dollars shall apply to Franchise Area 3 (Intermountain Disposal Inc. franchise area), as defined in the County Solid Waste Management Plan. This fee schedule is operative as of October 31, 2013.

All fees shall be collected by the franchisee on a fair and equitable basis. Any customer required to pay an unfair or unreasonable charge for any service may file a written complaint with the Department setting forth the facts of such alleged overcharge. The Department shall notify the franchisee, investigate the complaint, and determine the appropriate charge. The Department's determination shall be final, unless it is appealed as provided in Section 6-10.406 of this chapter.

(b) *Collection fees.* The base rate for collection shall cover door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) *Residential base rate.* The charge for one can per week shall be a monthly fee of \$18.07 (\$20.04) (\$20.51), two (2) cans per week shall be a monthly fee of \$25.13 (\$26.52) (\$27.15); three (3) cans per week shall be a monthly fee of \$32.03 (\$31.96) (\$32.71); and four (4) cans per week shall be a monthly fee of \$39.14 (\$37.35) (\$38.23). The monthly charge for a 64-gallon waste-wheeler shall be \$24.71 (\$29.76) (\$30.46) for one collection per week. A monthly charge for a 100-gallon waste-wheeler is \$32.03 (\$35.21) (\$36.04) for one collection per week.

(2) *Residential large items.* Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$17.70 (\$19.00) (\$19.45) each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$35.24 (\$37.87) (\$38.76) each per collection.

Each tire shall be charged per collection: \$3.90 (\$3.94) (\$4.03) [sixteen (16") inches or less]; \$7.53 (\$8.05) (\$8.24) [more than sixteen (16") inches but less than twenty (20") inches]; \$17.70 (\$19.00) (\$19.45) [more than twenty (20") inches].

(3) *Residential billing.* Each new residential collection account shall be charged a \$7.53 (\$8.05) (\$8.24) start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) *Commercial base rate.* A one cubic yard bin shall be charged a monthly fee of \$75.44 (\$84.55) (\$86.55) for one collection per week; a monthly fee of \$150.66 (173.15) for two (2) collections per week; a monthly fee of \$226.47 (\$253.77) (\$259.76) for three (3) collections per week; a monthly fee of \$302.01 (\$338.26) (\$346.24) for four (4) collections per week; and a monthly fee of \$377.56 (\$422.87) (\$432.85) for five (5) collections per week. Each additional cubic yard per collection shall be charged \$20.28 (\$22.70) (\$23.24), including any fraction of a cubic yard such as when waste is heaped above the top of a bin.

Commercial can service shall be charged a monthly fee of \$23.18 (\$26.12) (\$26.74) for one can collected per week; a monthly fee of \$28.50 (\$31.96) (\$32.71) for two (2) cans collected per week; a monthly fee of \$33.72 (\$37.87) (\$38.76) for three (3) cans collected per week; and a monthly fee of \$39.04 (\$43.44) (\$44.47) for four (4) cans collected per week, and double the above if collection is twice per week. The monthly charge for a sixty-four-gallon waste-wheeler is \$28.50 (\$33.54) (\$34.33). The monthly charge for a one hundred-gallon waste-wheeler is \$39.04 (\$39.43) (\$40.36).

(5) *Commercial large items.* The same rates as for residential large items, in subsection (b) (2) above, shall apply.

(6) *Commercial billing.* The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) *Special travel charge for collection.* In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area, or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$81.71 (\$88.20) (\$90.28) per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

(d) *Bin delivery charge.* In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$50.31 (\$54.27) (\$55.55) shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.

(e) *Fees for unloading at transfer sites or landfills.* The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling, and ultimate disposal activities.

(1) *Minimum fee.* The minimum fee for unloading shall be \$7.53 (\$8.86) (\$9.07) for the equivalent of two (2) cans or standard containers; \$11.96 (\$13.50) (\$13.82) for the equivalent of three (3) cans; and \$15.70 (\$17.54) (\$17.95) for the equivalent of four (4) cans.

(2) *Vehicle unloading fee.* When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

- (I) Station wagon: \$16.28 (\$18.01) (\$18.44);
- (I) Compact pickup truck: \$20.23 (\$22.41) (\$22.94);
- (III) Compact pickup truck with sideboards: \$25.87 (\$28.32) (\$28.99);
- (IV) Standard-sized pickup truck: \$24.71 (\$27.33) (\$27.98);
- (V) Standard-sized pickup truck with sideboards: \$30.92 (\$33.82) (\$34.62);
- (VI) Larger trucks: \$17.44 (\$19.69) (\$20.15) per cubic yard maximum.

(3) *Fee for unloading large and restricted items.* Unusually large items increase the time and effort of disposal, and the following charges shall apply:

- (I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: \$14.01 (\$15.29) (\$15.65);
- (II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: \$25.34 (\$28.32) (\$28.99) maximum;
- (III) Each tire sixteen (16") inches or less: \$3.11 (\$3.36) (\$3.44);  
Each tire seventeen (17") inches to twenty (20") inches: \$6.27 (\$6.72) (\$6.88);  
Each tire more than twenty (20") inches: \$13.91 (\$14.82) (\$15.17);
- (IV) Tree stumps shall be unloaded only at landfills, not transfer sites.  
Each stump twelve (12") inches or less: \$20.23 (\$21.77) (\$22.28);  
Each stump thirteen (13") to twenty-four (24") inches: \$40.51 (\$43.78) (\$44.81);  
Each stump more than twenty-four (24") inches: \$60.74 (\$65.67) (\$67.22);
- (V) Cathode ray tubes and televisions shall only be accepted at transfer stations.  
Each cathode ray tube (computer monitor) and television: \$3.32 (\$3.64) (\$3.73);
- (VI) Other large items not included in this section shall be charged pursuant to subsection (f) of this section.

(4) *Compacted loads.* Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of \$81.50 (\$81.43) (\$83.35) per ton.

(5) *Prohibited items.* None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(f) *Fee for extra services.* Services for which no fee is specified in this chapter shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer, subject to being fair and equitable as provided in subsection (a) of this section.

**SECTION 2.** Effective Date; Publication; Codification.

This ordinance shall become effective 30 days after its date of final adoption. It shall be published in all newspapers of general circulation in Plumas County published by the Feather River Publishing Company within 15 days of final adoption. Section 1 of this Ordinance shall be codified, and the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the 17<sup>th</sup> day of September, 2013, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 1<sup>st</sup> day of October, 2013, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

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Chair, Board of Supervisors

Attest:

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Clerk of the Board of Supervisors

8A1

**ADMINISTRATIVE AND BUDGETARY CONTROLS CONSISTENT WITH  
GOVERNMENT CODE SECTIONS 29092 AND 29125,  
DURING FISCAL YEAR 2013-2014**

Consistent with Government Code Section 29092, the Board of Supervisors adopts these Administrative and Budgetary Controls for the administration of the Plumas County 2013-2014 Budget.

**County Owned Personal Property**

The disposition, lease, sale or trade-in of all County owned personal property shall be the Purchasing Agent's or his/her designee's sole responsibility consistent with Government Code Section 25504 and Plumas County Code 3-1.19.

**Contracts and Leases**

A County Department Head may approve contracts for which an appropriation is budgeted, not exceeding three thousand dollars (\$3,000) in value.

**Special Travel**

The Auditor-Controller shall approve any cumulative transfer within a budget unit of less than \$750 into a departmental Special Travel account in a fiscal year.

**Budget Transfers**

The Auditor/Controller has authority to approve transfers and revisions of appropriations within a budget unit if overall appropriations of the budget unit are not increased. Provided, however, no budget transfers shall be allowed to, from or within Salaries and Benefits (all 51XXX series accounts) without prior approval of the Board of Supervisors.

**Critical Staffing**

All positions vacated during the 2013-2014 fiscal year shall be approved by the Board of Supervisors and supported by the Critical Staffing Questionnaire. No positions shall be filled without Board approval.

**Mid-Year Budget Review/work Furloughs**

The Auditor/Controller shall provide the Board of Supervisors a mid-year budget report on or before February 14, 2014.

**Department Head and Auditor/Controller Responsibility**

Department Heads shall insure that no expenditure is made or obligation incurred in excess of the specific budget appropriation approved by the Board of Supervisors. Any expenditure or obligation incurred, in excess of the specific budget appropriation, shall be the personal obligation of the Department Head authorizing the expenditure or obligation. The Auditor/Controller shall issue no warrants unless specifically approved by the Board of Supervisors or the County Administrative Officer, within the delegated authority.

**Policies**

Department Heads and County employees are referred to existing County policies as provided in the County Policy Manual.

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**Deleted: 2012-2013**

**Deleted:** reviewed by the Critical Staffing Committee for staffing priority and not hired prior to the approval of

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**Deleted: County Vehicles**

No County employee shall take a county vehicle home unless specifically authorized by the Board of Supervisors or County Administrative Officer. All prior approval by the Board of Supervisors to take a county vehicle home must be reauthorized within 45 days. In no case shall a County vehicle or County equipment be used directly or indirectly for any purpose unrelated to County business.||

**Deleted: January 31, 2013**

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**EXHIBIT C**