

BOARD OF SUPERVISORS

Michael Sanchez, 1st District

Kevin Goss, 2nd District

Sharon Thrall, Chair 3rd District

Lori Simpson, Vice Chair 4th District

Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING OF JANUARY 3, 2017 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

11:00 A.M. **CALL TO ORDER/ROLL CALL**

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. BOARD OF SUPERVISORS

Select Chair and Vice Chair of the Board of Supervisors for 2017

2. 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) ELECTIONS

Adopt **RESOLUTION** authorizing the Plumas County Clerk-Recorder/Registrar of Voters to Conduct All Federal, State and Local Elections for 2017

B) BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign Service Agreement between County of Plumas and Plumas Health Care Foundation, not to exceed \$50,000, for crisis management and ongoing patient care; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Employment Agreement between County of Plumas and Dr. Eric Emery as Behavioral Health Deputy Director; approved as to form by County Counsel
- 3) Authorize the Behavioral Health department to recruit and fill vacant, funded and allocated 1.0 FTE Behavioral Health Unit Supervisor-Nursing position created by resignation

C) PROBATION

- 1) Authorize the Auditor/Controller to process an invoice of \$800 to Dr. Alfredo Amezaga for services provided after the expiration of the contract
- 2) Approve and authorize the Chief Probation Officer to sign Contract between County of Plumas and Dr. Alfredo Amezaga, not to exceed \$10,000, for juvenile psychological evaluations; approved as to form by County Counsel

D) SHERIFF

Approve and authorize the Sheriff to sign Contract between County of Plumas and Department of Justice Bureau of Criminal Identification & Information, not to exceed \$25,000, for live scan fingerprint submissions; approved as to form by County Counsel

E) ENVIRONMENTAL HEALTH

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

F) SOCIAL SERVICES

Authorize Social Services to recruit and fill vacant, funded and allocated 1.0 FTE Fiscal and Technical Services Assistant I/II/III position created by promotion

G) PUBLIC WORKS

- 1) Approve and authorize the Chair to sign Amendment No. 1 to Agreement between County of Plumas and Drake Haglan & Associates of \$207,000 to complete the environmental documentation for the Sloat-Poplar Valley Road Bridge project; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Agreement between County of Plumas and Mark Thomas and Company of \$15,500 for lease and associated training of the Reiker Curve Advisory System (CARS); approved as to form by County Counsel

H) CLERK OF THE BOARD

Approve Board minutes for December 2016

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; Beckwourth County Service Area; Plumas County Flood Control and Water Conservation District; Quincy Lighting District; Crescent Mills Lighting District; County Service Area #12.

Convene as the Flood Control & Water Conservation District Governing Board

3. FLOOD CONTROL & WATER CONSERVATION DISTRICT

Status of transfer of the Lake Davis Water Treatment Plant from the Plumas County Flood Control & Water Conservation District to the City of Portola; discussion and possible action

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

4. DEPARTMENTAL MATTERS

A) ENVIRONMENTAL HEALTH – Jerry Sipe

Request to appropriate \$2,469.60 from the General Fund Contingency to cover costs for publication of Ordinance No. 16-1104 adopted on December 6, 2016; **four/fifths required roll call vote**

5. BOARD OF SUPERVISORS

- A. Approve budget transfer of \$234,044 from “Use of Fund Balance” to Secure Rural Schools-Title III Contingencies (20027-528400) for receipt of revenue for FY 16-17 Budget; **four/fifths required roll call vote**
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

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

6. PUBLIC WORKS

- A. Ratify the purchase of two snow plow trucks approved in the FY 2016-2017 budget of \$547,520 and authorize the Auditor/Controller to process payment; discussion and possible action
- B. Solid Waste Division: **CONTINUED PUBLIC HEARING** from December 13, 2016; Introduce and waive first reading of an **ORDINANCE**, Replacing Chapter 10 of Title 6 of the Plumas County Code "Solid Waste Control", Articles 1 -4 Inclusive. **Roll call vote**

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Behavioral Health Director
- B. Personnel: Public employee appointment or employment (Behavioral Health Deputy Director)
- C. Conference with Legal Counsel: Claim Against the County filed by Jasey Kruger on December 05, 2016; and filed by Paragon Subrogation Services a/s/o Esurance & Jasey Kruger on December 19, 2016
- D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009, Court of Appeal Third Appellate District Case No. C082315
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, January 10, 2017, Board of Supervisors Room 308, Courthouse, Quincy, California.

A RESOLUTION AUTHORIZING THE PLUMAS COUNTY CLERK-RECORDER,
REGISTRAR OF VOTERS, TO CONDUCT ALL
FEDERAL, STATE AND LOCAL ELECTIONS IN THE YEAR 2017.

BE IT RESOLVED that the Plumas County Board of Supervisors hereby authorizes Kathy Williams, Plumas County Clerk-Recorder, Registrar of Voters, to conduct all federal, state and local elections throughout the calendar year 2017, as may be required or requested of said office, to appoint all election officers, secure polling centers and perform all election related duties as necessary, and

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to canvass all election returns, certifying the results to the Plumas County Board of Supervisors at a regular meeting of said Board, and,

BE IT FURTHER RESOLVED that pursuant to Elections Code Section 13307, a Candidate's Statement of Qualifications to be included with the Sample Ballot shall not exceed 200 words; with printing and mailing costs to be paid by the candidate or jurisdiction, and,

BE IT FURTHER RESOLVED that the County Clerk-Recorder, Registrar of Voters is hereby authorized to submit a statement to any of the governmental jurisdictions for which costs for any election services provided are incurred.

The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 3rd day of January, 2017 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair of the Board of Supervisors

ATTEST:

Nancy L. DaForno,
Clerk to the Board

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES
270 County Hospital Road, #109 Quincy, CA 95971

PH (530) 283-6307 FAX (530) 283-6045

W. Robert Brunson, LMFT, Director



Date: December 19, 2016

To: The Honorable Board of Supervisors

From: W. Robert Brunson, Director

SUBJECT: Agenda Item for January 3, 2017, Board Meeting

RE: Approval of Service Agreement for Plumas Health Care Foundation

Recommendation: It is respectfully requested that the Board of Supervisors approve the Service Agreement with the Plumas Health Care Foundation, a California corporation, in an amount Not to Exceed \$50,000.

Background Information: As the Board is aware, collaborations with Plumas County's hospitals and health care partners are an important component of the Behavioral Health department's integration with primary care. Behavioral Health has strong partnerships with all three county hospitals for crisis management and ongoing patient care. Effective with the Board's anticipated approval of the Service Agreement on January 3, 2017, the department will be working with Plumas Health Care Foundation to expand initiatives that support Integrative Health and Justice Programs. These programs involve criminal justice partners including the District Attorney's Office, Community Justice Court, Public Defenders, Superior Court, and community-based organizations for social supports and housing programs. Plumas Health Care Foundation will take the lead in anticipated collaborative grants that focus on mental health and substance use services, supportive housing programs, and whole-person health. John D. Rockefeller, PhD, JD, MPH, is the CEO of the Foundation and will provide day-to-day leadership. Dr. Rockefeller is recognized nationally and developed San Francisco's collaborative court model, funded by the Board of State and Community Corrections.

County Counsel reviewed and approved the Service Agreement, available on file. The term of the Agreement in the contract is October 1, 2016 through June 30, 2017. However, no services will be incurred prior to the date of approval by the Board on January 3, 2017.

Thank you.



Date: December 19, 2016

To: The Honorable Board of Supervisors

From: W. Robert Brunson, Director 

SUBJECT: Agenda Item for January 3, 2017, Board Meeting

RE: Approval of Employment Agreement for Behavioral Health Deputy Director

Recommendation: It is respectfully requested that the Board of Supervisors approve the Employment Agreement for the Behavioral Health Deputy Director.

Background Information: As the Honorable Board may recall, the unanimous approval on October 18, 2016, by the Board of Supervisors of the new Behavioral Health Organization Chart and related new Job Descriptions included a 1.0 FTE position for Deputy Director of the Behavioral Health department. The position is an exempt, at-will employment position that reports to the Behavioral Health Director.

I herewith request the approval of the Employment Agreement for Eric Emery, Ph.D, LCSW. Dr. Emery brings an exemplary skill set and level of experience, including national recognition and awards that will accelerate the accomplishment of the mission and goals of the new Behavioral Health department. Dr. Emery holds a doctorate in Clinical Psychology and is a California-Licensed Clinical Social Worker. Since July 2016, Dr. Emery has worked as temporary, extra help awaiting the final approval of the new Behavioral Health department.

Dr. Emery's Employment Agreement was reviewed and approved by County Counsel and the Director of Human Resources. The Employment Agreement, job description and department organization chart are attached.

Thank you.

EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and DR. ERIC EMERY, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Behavioral Health Deputy Director.

The parties agree as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Behavioral Health Deputy Director, and other duties as may be assigned. A copy of the Behavioral Health Deputy Director's job description is set forth in the attached Exhibit "A," and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

2. TERM

CONTRACT EMPLOYEE shall be employed as the Behavioral Health Deputy Director, effective January 3, 2017, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a thirty (30) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 30-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following (1) CONTRACT EMPLOYEE'S salary at the time of termination and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for

the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

- a. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
- b. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
- c. Gross insubordination.
- d. Misappropriation or theft.
- e. Intentional misrepresentation or willful failure to disclose a material fact to the Behavioral Health Director, Board of Supervisors (Board) or County Administrative Officer (CAO).
- f. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at an hourly rate, on bi-weekly basis, in the same manner as appointed department heads and other unrepresented employees. Effective beginning January 3, 2017, CONTRACT EMPLOYEE shall be paid a flat base salary rate of Seven Thousand Eight Hundred and No/100 Dollars (\$7,800) per month.

CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

The Behavioral Health Director shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads and other unrepresented employees under the personnel rules and other county policies. Benefits are subject to change from time-to-time as negotiated between the

CONTRACT EMPLOYEE and the Behavioral Health Director to final approval by Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: (initially 10 days per year based on total and continuous years of county service according to County Personnel Rules).
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law; otherwise, 2% at 62 if a PEPRA member.
- e. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.
- h. Health Insurance (medical, dental, and vision coverage): CONTRACT EMPLOYEE shall receive the same health insurance benefit package as is received by the County's appointed department heads and other unrepresented employees under the personnel rules and other county policies.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 30-day notice period specified in section 3 of this Agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to Behavioral Health Director, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 301, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

18. REPORTING

CONTRACT EMPLOYEE will report directly to the Behavioral Health Director.

19. GENERAL PROVISIONS

This Agreement shall be binding upon, and insure to the benefit of the heirs, successors, assigns, executors, and personal representatives of the parties hereto.

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on January 3, 2017, (the "Effective Date") if approved by both parties.

21. SIGNATURES

COUNTY:

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

CONTRACT EMPLOYEE:

By _____
W. ROBERT BRUNSON
Behavioral Health Director

DR. ERIC EMERY
“Contract Employee”

Dated: _____

Dated: _____

By _____
Chair,
Plumas County Board of Supervisors

Dated: _____

ATTEST:

Nancy DaForno,
Clerk of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

R. Craig Settlemire
Plumas County Counsel

Dated: _____

BEHAVIORAL HEALTH DEPUTY DIRECTOR

DEFINITION

Under direction of the Behavioral Health Director, plan, organize, direct, manage, and supervise Behavioral Health Department programs; direct and supervise staff providing mental health and drug and alcohol services; represent Department activities, programs and services with community organizations and other government agencies; oversee clinical, financial and administrative aspects of Department operations; oversee the development of evidence based clinical services and quality assurance systems; and, perform special assignments and related work as required.

DISTINGUISHING CHARACTERISTICS

The incumbent shall have general responsibility for the administration of mental health and alcohol and drug programs and services under the direction of the Behavioral Health Director. In this role, the Behavioral Health Deputy Director shall be responsible for the direct delivery or brokerage of behavioral health crisis intervention services, individual or group therapeutic or other treatment services, case management, medication and nursing support services, psychiatric hospitalization and sober living or other residential care services. The Behavioral Health Deputy Director coordinates assigned activities with other departments and outside agencies; provides highly responsible and complex administrative support to the Behavioral Health Director; and acts as the Director in his/her absence. This is an at-will position.

REPORTS TO

Behavioral Health Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Behavioral Health Unit Supervisors - Adult, Youth and Criminal Justice, Behavioral Health Units Supervisor – Nurses, Behavioral Health Community Programs Manager, Continuing Care Coordinator, Behavioral Health Quality Improvement / Compliance Manager, and Behavioral Health Administrative Services Officer.

BEHAVIORAL HEALTH DEPUTY DIRECTOR - 2

EXAMPLES OF DUTIES

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

- Plans, organizes, directs, coordinates, and administers the County's mental health and drug and alcohol programs, activities and services.
- Develops and recommends Department goals, objectives and policies.
- Prepares or participates in the preparation of Department budgets to be approved by the Behavioral Health Director, and oversees appropriate administration of the approved budget for Department services and operations.
- Provides organizational supervision and direction to clinical Division Directors.
- Ensures appropriate training of Department staff in accordance with County Personnel Rules, and in accordance with current standards of behavioral health practice and professional licensure as appropriate.
- Directs and reviews grant and contract preparation, grant and contract management, and compliance with reporting and fiscal management requirements.
- Oversees Department program planning, service design and evaluation.
- Directs the collection of statistical or fiscal information, electronic medical records, and other data as needed to evaluate and monitor performance of Departmental programs and services, and prepares reports.
- Develops and implements new behavioral health programs to meet the needs of Plumas County residents as resources allow, or retools existing programs to meet current needs.
- Represents the Department with community organizations, health providers and other governmental jurisdictions.
- Participates with other County Department representatives, including Public Health, Criminal Justice and Social Services, to promote the development and coordination of health and human services.
- Serves as a member of the Community Corrections Partnership if directed by the Behavioral Health Director.
- Serves as Mental Health Director and the County Alcohol and Drug Administrator as directed by the Behavioral Health Director.
- Appropriately manages the most sensitive public complaints and issues, represents the Department in public settings, and serves as the primary Department spokesperson.

BEHAVIORAL HEALTH DEPUTY DIRECTOR - 3

- Selects, assigns, directs and evaluates the performance of subordinate management and supervisory personnel, and participates in determining qualifications, skills and training needs for multidisciplinary program staff.

EXAMPLES OF DUTIES - CONTINUED

- Oversees the development, negotiation and monitoring of contracted services and resources.
- Serves as a liaison of the Behavioral Health Department to the Mental Health Commission, and ensures ongoing support, data and information as requested by the Commission.
- As directed by the Behavioral Health Director, serves as a representative of the Behavioral Health Department with the California Department of Health Care Services, managed care organizations, and other state or federal agencies as needed.
 - Analyzes new or proposed legislation and directives; interprets and disseminates County, State and Federal policy and regulations pertaining to behavioral health services, and monitors implementation and compliance.
 - Coordinates and participates in a variety of staff and departmental meetings to ensure quality care and service delivery, including utilization review.
 - Ensures Department compliance with all federal and state requirements for documentation and billing.
 - Performs special assignments as directed.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Behavioral health problems and issues and their relationship to the development and delivery of behavioral health services.

BEHAVIORAL HEALTH DEPUTY DIRECTOR - 4

- Methods, principles and practices of developing, implementing, coordinating and administering behavioral health services.
- Principles and practices of evaluation of effective and evidenced-based mental health and alcohol and drug use treatment programs and services.

Knowledge of – continued:

- Federal, State, and County laws and regulations applicable to mental health and substance use programs, and the relationship of Federal and State programs to local government services and programming.
- Principles and practices of fiscal management and budget administration necessary to oversee the development of sound budget requests and establish internal monitoring and control systems.
- Effective personnel management practices including techniques of selecting, supervising, training and evaluating the performance of multidisciplinary clinical, peer and administrative staff in a governmental setting.
- The application and effectiveness of a variety of behavioral health treatment modalities utilized in a comprehensive community-based prevention and treatment system.
- Requirements, administrative techniques and record keeping necessary for securing, maintaining and effective oversight of grant or contract funded programs.
- General functions of the Behavioral Health Division of the California Department of Health Care Services.
- Community organization and development.

Ability to:

- Plan, organize, supervise and administer the programs and services of the County Behavioral Health Department.
- Establish and maintain collaborative working relationships with community members and organizations, and continually develop the capacity of community based providers to develop and provide behavioral health services.
- Develop, negotiate and monitor contracts.
- Provide vision and direction, training, supervision, and evaluate the performance of multidisciplinary management, supervisory and other appropriate staff and resolve employee problems.
- Ensure appropriate clinical supervision and direction for licensed and/or certified personnel.
- Develop and administer Departmental budgets, control expenditures and actively seek reimbursements and other revenue to support Department services and operations.
- Oversee the development and administration of grant-funded programming when appropriate.

BEHAVIORAL HEALTH DEPUTY DIRECTOR - 5

- Determine the need and priority of behavioral health programming, recommend allocation of resources and participate in short-term and long-term budget planning and preparation.

Ability to - continued:

- Establish and maintain cooperative working relationships with State and federal agency representatives, community representatives and staff.
- Develop and maintain systems to compile health data or outcomes, provide statistical analysis, and prepare or direct the preparation of clear and concise reports.
- Interpret complex Federal, State and County codes, laws and regulations and implement systems to assure compliance.
- Effectively represent the Behavioral Health Department in contacts with the public, community organizations, and other governmental agencies.
- Establish and maintain cooperative working relationships.
- Speak and write clearly and concisely.

TRAINING AND EXPERIENCE

Required qualifications for this position and options to qualify are:

Option I: A Physician and Surgeon licensed by the State of California who has three years of graduate training in psychiatry and an additional two years of training or practice in the field of psychiatry, of which one year shall have been in an administrative capacity.

Option II: A Psychologist licensed by the State of California who possesses a Doctorate Degree in Psychology from an institution of higher education and has three years of experience in clinical psychology, of which two years shall have been in an administrative capacity.

OPTION III: A Clinical Social Worker licensed by the State of California who possesses a Master's Degree in social work and has five years of experience in mental health, of which two years shall have been in an administrative capacity.

OPTION IV: A Marriage, Family and Child Counselor who possesses a Master's Degree in an approved behavioral science course of study, and who is a licensed Marriage, Family and Child Counselor in the State of California. In addition, the marriage, family and child counselor shall possess five years of mental health experience, two years of which shall have been in an administrative capacity.

BEHAVIORAL HEALTH DEPUTY DIRECTOR - 6

TRAINING AND EXPERIENCE (continued)

OPTION V: A Nurse who possesses a Master's Degree in Psychiatric or Public Health nursing and is licensed as a Registered Nurse by the Board of Registered Nursing in the State of California, and has five years of mental health experience, two of which shall have been in an administrative capacity.

Option VI: An administrator who shall have a Master's Degree in hospital administration, public health administration, or public administration from an accredited college or university or a related field, and who shall have at least three years' experience in hospital or health care administration, two of which shall have been in the mental health and substance use field. Additional post-baccalaureate experience in a mental health setting may be substituted on a year-for-year basis.

SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application and a valid California Driver's License at the time of appointment. The valid California Driver's License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

**RESOLUTION TO AMEND PLUMAS COUNTY'S CLASIFICATIONS & WAGE RANGES
FOR THE RE-ORGANIZATION OF THE BEHAVIORAL HEALTH DEPARTMENT**

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan; and

WHEREAS, the Behavioral Health Director requested the Human Resources Director to assist in revising changes to the position classifications and salary ranges as outlined:

- Behavioral Health Quality Improvement Compliance Manager – Range 3500
- Behavioral Health Quality Assurance Coordinator – Range 2600
- Behavioral Health Case Management Specialist – Range 2150
- Behavioral Health Systems Analyst – Range 2500
- Behavioral Health Clinical Records Specialist – Range 1700

- Behavioral Health Administrative Services Officer - Range 3200
- Behavioral Health Administrative Assistant II – Range 1465
- Behavioral Health Supervisor Site Coordinator – Range 2228
- Behavioral Health Site Coordinator – Range 1805
- Behavioral Health Support Services Coordinator – Range 1615
- Behavioral Health Support Services Technician I / II – Range 1429 / 1530

- Behavioral Health Unit Supervisor – Nursing – Range 3200

- Behavioral Health Unit Supervisor - Range 3200
- Behavioral Health Therapist I – Range 2431
- Behavioral Health Therapist II – Range 2679
- Behavioral Health Therapist Senior – Range 2960
- Behavioral Health Therapist DIC I / II – Range 2431 / 2679
- Behavioral Health Case Management Specialist I – Range 1950
- Behavioral Health Case Management Specialist II – Range 2150
- Behavioral Health Case Management Specialist - Senior – Range 2350

- Behavioral Health Alcohol and Drug Program Administrator – Range 3500

- Behavioral Health Continuing Care Coordinator – Range 3200
- Sierra House Residential Care Facility Supervisor – Range 2000
- Lead Residential Care Facility Attendant - 1800
- Behavioral Health Site Coordinator for the DIC - 1600
- DIC Behavioral Health Case Management Specialist I/II/ Senior – Range 1950 / 2150 / 2350

WHEREAS, These positions under the general direction of the Behavioral Health Director are responsible for a variety of county publicly funded health services, perform activities related to implementation of various health programs, to interview, educate, counsel and refer clients regarding a variety of health conditions and to do related work; and

WHEREAS, the Human Resources Director has updated and incorporated modifications to the job descriptions of identified nursing classifications.

WHEREAS, the Human Resources Director provided the proposed reorganization of the Behavioral Health Department to Operating Engineers Union #3 and has met the obligation of the meet and confer.

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

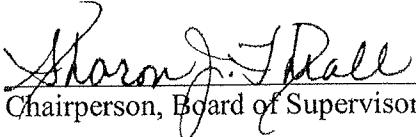
The job descriptions for the classifications attached hereto are approved, and the County's classification plan is hereby amended at the salary ranges listed for these 1.0 FTE Allocated positions.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 18th day of October, 2016 by the following vote:

AYES: Supervisors ENGEL, GOSS, SIMPSON, SWOFFORD, THRALL

NOES: Supervisors NONE

ABSENT: Supervisors NONE



Chairperson, Board of Supervisors

ATTEST:



Clerk of the Board

**RESOLUTION TO AMEND THE POSITION ALLOCATION FOR BUDGET
YEAR 2016/2017, FUNDS 70569, 70570, 70571, 70573, 70574, 70575, 70576, 70577, 70578,
70579, 70630, 70580 BEHAVIORAL HEALTH DEPARTMENT**

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

WHEREAS, there are changes needed for the budgeted position allocations for the 2016/2017 Position Allocation for the Behavioral Health Department; and

WHEREAS, the Human Resources Director is now requesting approval of this resolution to correct the 2016/2017 Position Allocation; and

WHEREAS, it is necessary to update the Position Allocation for Budget Year 2016/2017 to list the correct positions classified for each of the County's Departments; and

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

Approve this Resolution to amend the Position Allocation for Budget Year 2016/2017 to reflect the following:

CLASSIFICATION	FTE
Director of Behavioral Health	1.000
Behavioral Health Deputy Director	1.000
BH Unit Supervisor - ADULT	1.000
BH Therapist Senior	1.000
BH Therapist II, or	2.000
BH Therapist I	0.000
DIC Therapist II	1.000
BH Case Management Specialist Senior, or	5.000
BH Case Management Specialist II, or	0.000
BH Case Management Specialist I	0.000
BH Unit Supervisor - CHILDREN	1.000
BH Therapist Senior	1.000
BH Therapist II, or	3.000
BH Therapist I	0.000
BH Case Management Specialist Senior, or	5.000
BH Case Management Specialist II, or	0.000
BH Case Management Specialist I	0.000
BH Unit Supervisor - Criminal Justice	1.000
BH Therapist - Senior	1.000
BH Therapist II, or	3.000
BH Therapist I	0.000
BH Case Management Specialist Senior	1.000

<u>CLASSIFICATION</u>	<u>FTE</u>
BH Case Management Specialist Senior, or	4.000
BH Case Management Specialist II, or	0.000
BH Case Management Specialist I	0.000
Psychiatrist / Medical Director	1.000
BH Unit Supervisor - Nursing	1.000
BH LVN I, or	1.000
BH LVN II, or	0.000
BH Registered Nurse I, or	0.000
BH Registered Nurse II, or	0.000
Nurse Practitioner	0.000
DIC LVN I / II or	1.000
DIC RN I / II	0.000
BH Administrative Services Officer	1.000
BH Dept Fiscal Officer	1.000
BH Administrative Assistance I, or	1.000
BH Administrative Assistance II	0.000
BH Supervising Site Coordinator	1.000
BH Site Coordinator - Quincy	1.000
BH Site Coordinator - DIC	1.000
BH Site Coordinator - Chester	1.000
BH Site Coordinator - Gr'ville	1.000
BH Site Coordinator -Portola	1.000
BH Support Services Coordinator	1.000
BH Support Services	2.000
BH Quality Improvement Compliance Manager	1.000
BH Quality Assurance Coordinator	1.000
BH Case Management Specialist I, or	1.000
BH Case Management Specialist II	0.000
BH Systems Analyst	1.000
BH Clinical Records Specialist	1.000
Crisis Team BH Therapist Senior	1.000
Crisis Team BH Therapist II	1.000
Crisis Team BH Therapist I	1.000
Crisis Case Management Specialist Senior, or	1.000
Crisis Case Management Specialist II, or	0.000
Crisis Case Management Specialist I, or	0.000
 BH AOD Administrator	1.000
 MJI SA Coordinator	1.000
 BH Administrative Assistant	1.000
 Continuing Care Coordinator	1.000
Sierra House Residential Care Facility Supervisor	1.000
Lead Residential Care Facility Attendant	2.000
Residential Care Facility Attendant	4.000
BH Case Management Specialist Senior, or	2.000

CLASSIFICATION	FTE
BH Case Management Specialist II	
BH Case Management Specialist I	
TOTAL Positions Allocated	70.000

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 18 day of October, 2016 by the following vote:

AYES: Supervisors GOSS, ENGEL, SIMPSON, SWOFFORD, THRALL
 NOES: Supervisors NONE
 ABSENT: Supervisors NONE


 Chairperson, Board of Supervisors

ATTEST:


 Clerk of the Board

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

270 County Hospital Road, #109 Quincy, CA 95971

PH (530) 283-6307 FAX (530) 283-6045

W. Robert Brunson, LMFT, Director



Date: December 21, 2016

To: The Honorable Board of Supervisors

From: W. Robert Brunson, Director *jb*

SUBJECT: Agenda Item for January 3, 2017, Board Meeting

RE: Request approval to recruit and fill job vacancy of Behavioral Health Unit Supervisor-Nursing, due to resignation

Recommendation: It is respectfully requested that the Board of Supervisors approve the recruitment and hire for the position of Behavioral Health Unit Supervisor - Nursing. The 1.0 FTE position is in the Mid-Management Unit, Range 3200. The position is fully funded by mental health funding sources including Realignment, MediCal reimbursement and the mental health block grant. The position does not rely on any County General Funds.

Background and Discussion: The Behavioral Health department has a vacancy in the Nursing Unit Supervisor position due to the resignation of the incumbent Registered Nurse who has held the position for more than two years. The position is a critical licensed-position that oversees and directs the functions and activities of the nursing division and directly reports to the Behavioral Health Director, Deputy Director or anticipated Psychiatrist/Medical Director. The position is responsible for facilitating all aspects of the Tele-Psychiatry program, medications compliance, and nursing services provided at the County Annex, Drop-In Center, Sierra House, and future Wellness Centers. Collaboration with primary care practitioners and integration of the whole person care model will be important functions of the position. Ongoing interpretation and application of State and Federal health laws and regulations, policy development and implementation of quality metrics are important functions of this leadership position. The Nursing Unit Supervisor is a valuable team member and works with other unit directors and staff to design and deliver appropriate patient care.

A department organization chart, job description and Critical Staffing Questionnaire are attached for review.

Thank you.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING**DEFINITION**

Under general direction of the Behavioral Health Director, to direct the activities of the County's Behavioral Health Nursing Program Division, including personnel management, program planning and evaluation. Plan, organize, schedule, assign and supervise the work of Mental Health nursing staff, and other mental health support staff to this division; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a licensed single-position class, which oversees and directs the functions and activities of the Behavioral Health nursing division. Responsibilities include planning, organizing, directing, directly providing and supervising other nursing staff in providing and meeting essential medical duties to clients of the Behavioral Health Department, Drop-In Center and Sierra House.

REPORTS TO

Psychiatrist/Medical Director, Behavioral Health Director or Deputy Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Psychiatric Nurse I/II, Psychiatric Technician, Physician Assistant, Registered Nurse I/II, Licensed Vocational Nurse I/II, and other staff as assigned.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING – 2

EXAMPLES OF DUTIES

- Plans, schedules, assigns, evaluates and directs the functions of the Behavioral Health Nursing Division.
- Administers the programs and the work of professional nursing staff and other behavioral health support staff.
- Provides direction and oversight of Behavioral Health nursing programs and activities to clients, including the provision of direct services to clients.
- Develop and implement short and long term goals, objectives, policies, procedures and work standards for the Behavioral Health nursing services function.
- Maintain standards of health nursing programs, including securing medical approval of nursing practices as necessary and assuring that services are provided according to County, State and department regulations and policies.
- Advises staff on the interpretation and application of agency policies and applicable State and Federal health laws and regulations.
- Develops programs and budgets for Behavioral Health Program needs.
- Develops information concerning community behavioral health needs, including the collection and interpretation of statistical data.
- Evaluates the effectiveness of current health policies and practices, and helps formulate new policies and practices.
- Performs program planning and development work, including MHSA programs.
- Assists with grant development, administration, and compliance.
- Schedules clinic sites, times, and staffing; reviews medical records for release to other agencies.
- Reviews the assignment and referral of clients to nursing staff.
- Prepares reports and correspondence relating to the nursing division.
- Acts as consultant to outside agencies.
- Represents the Department with other government agencies.
- Collaborates with Primary Care Practitioners and Substance Use Disorder Providers in an effort to utilize and implement integrated healthcare models.
- Facilitates all aspects of the delivery of Tele-Psychiatry and other telehealth services.
- Participates in quality improvement activities as directed.
- Understands and implements the principals of the Wellness and Recovery Model at various sites, including Wellness Centers and clinics and with Behavioral Health staff.
- Collaborates and works with other Behavioral Health Division Directors and other staff, consultants, and partners as assigned.
- Provides for methods to properly store, dispense, and manage medications and oversees other staff members in such matters.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; lift and move object weighing up to 25 pounds without assistance; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office, clinic environment or at Board and Care Facility; exposure to communicable disease; continuous contact with staff and public; provides services at various physical sites across the county as needed.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, methods, and procedures of general nursing and mental health nursing, including psychotropic medications and side effects.
- Community mental health problems and issues and their relationship to the development and operations of programs and services to meet these needs.
- Federal, State, and County laws and regulations applicable to health programs.
- Causes, means of transmission, and method of control of communicable diseases, including sexually transmitted diseases, AIDS and tuberculosis.
- The sociological and cultural problems involved with providing services in a mental health nursing program.
- Program planning and development.
- Principles, techniques, and practices of business and health administration.
- Budget development and expenditure control.
- Principles and techniques of effective employee supervision, training, and development.

Ability to:

- Plan, organize, supervise, and administer the functions and services of the Behavioral Health Nursing Program Division of the Plumas County Behavioral Health Department.
- Develop, organize, analyze, and interpret statistical data.
- Provide direction, supervision and training for staff.
- Develop and administer a budget and control expenditures.
- Review the work of staff and resolve problems.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING – 4

Ability to – continued:

- Be responsible for the development, maintenance, and preparation of health statistics, medical records, and reports.
- Direct the preparation and prepare clear, concise reports.
- Effectively represent the Behavioral Health Department in contacts with the public, community organizations, other government agencies, and other health care providers.
- Establish and maintain cooperative working relationships.
- Coordinate assigned activities with community organizations, other government agencies, and primary care providers.
- Use computers and Electronic Health Records systems and software.

TRAINING AND EXPERIENCE

Required qualifications for this position:

Five (5) years of professional experience in public or private health setting as a Registered Nurse; and two (2) years in an administrative or supervisory capacity.

A Bachelor of Science in Nursing, including completion of sufficient nursing and public health studies to obtain requisite licenses and certificates from the State of California, or an equivalent combination of education, experience, and licensure as a Registered Nurse.

Completion of a Master of Nursing Degree or a master's degree in a related health field from an accredited program is desirable.

SPECIAL REQUIREMENTS

Possession and maintenance of a valid license as a Registered Nurse in California and remain active with all annual licensing requirements.

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: January 3, 2017

DEPARTMENT TITLE: Behavioral Health

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION:
consolidated budgets may include 70569,70570/70571/70580

POSITION TITLES:

- 1.0 FTE Behavioral Health Unit Supervisor - Nursing

ARE POSITIONS CURRENTLY ALLOCATED? Yes, FY16-17 approved budget and position allocation

For Committee use only

Date of Committee Review: _____

Determination of Committee? Recommended
 Not Recommended

Comments: _____

Date to Board of Supervisors: _____

Board Action: Approved Denied

Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

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

- 1.0 FTE Behavioral Health Unit Supervisor-Nursing
- *The position is fully funded and approved in FY16-17 Behavioral Health Budget and Position Allocation. A Licensed, Registered Nurse is required to oversee medications management and to follow through with orders from the Medical Doctor/Psychiatrist in the Tele-psychiatry program. The position does not draw on County General Funds and is fully funded by sources including the Mental Health Services Act, MediCal reimbursements, Realignment and SAMHSA Mental Health Block Grant.*
- *It is critical to fill the position at this time due to the licensing and regulatory requirements for medications management and psychiatric prescriptions. Both of these clinical services are essential in the county's behavioral health outpatient treatment services and board and care program.*
- *The position will be vacant as of Saturday, December 31, 2016.*

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

N/A.

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

Staffing is comparable for like-sized departments in the Superior Region; Plumas is one of two counties that operate a county board and care facility (Sierra House) and provides medications management for its residents and tele-psychiatric services in outpatient treatment. The Behavioral Health department has been challenged in recruiting licensed nursing staff over the past four years.

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

Community Care Licensure at Sierra House may be impacted if a Registered Nurse is not hired in a timely manner. Behavioral Health patients and board and care residents will be underserved due to the lack of medications and tele-psychiatric services and there may be a ripple effect on families of consumers.

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

The department may potentially be out of compliance with the SAMHSA Mental Health Block Grant stated activities and goals, MediCal reimbursement may suffer – these could have a negative impact for future funding.

- 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?

Should there be a loss of future sources of funding, transfer payments to the District Attorney's office (Alternative Sentencing), Probation, and community-based organizations would be impacted.

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

No

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

N/A

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

N/A

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

Yes, the department has a reserve. The reserve account activity is not accessible at this time.



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation
270 County Hospital Rd. #128,
Quincy, California, 95971



dc

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

DATE: January 3, 2017

TO: The Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approval to pay invoice for Dr. Amezaga and contract between Plumas County and Dr. Amezaga for juvenile psychological evaluations.

Recommendation:

1. Approve Probation Department's request to pay invoice totaling \$800.00 to Dr. Alfredo Amezaga Jr. for services performed after the expiration of the contract.
2. Approve and authorize the Chief Probation Officer to sign a contract between Plumas County and Dr. Alfredo Amezaga Jr. for juvenile psychological evaluations.

Background:

The Probation Department contracts with Dr. Amezaga to conduct psychological evaluations for juveniles when requested to do so by the Chief Probation Officer, and/or Juvenile Court. An evaluation was requested and necessary to be performed after the previous contract had expired. Plumas County Probation Department has contracted with Dr. Amezaga for the past few years. A copy of the current contract agreement is on file with the Clerk of the Board.



Office of the Sheriff

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

JD

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: December 20, 2016
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood A handwritten signature in black ink that appears to read "OK".
RE: Agenda Items for the meeting of January 3, 2016

It is recommended that the Board:

Approve contract #PCSO00097 between the Plumas County Sheriff's Office (PCSO) and the Department of Justice (DOJ), Bureau of Criminal Identification & Information (BCII) in the amount of \$25,000 and authorize the Sheriff to sign.

Background and Discussion:

The term of this contract is 01/01/17-12/31/17. This purpose of this agreement with the DOJ is to submit fingerprint images and related information electronically and having DOJ provide PCSO with DOJ and FBI Criminal Offender Record Information (CORI). PCSO will be billed for live scan fingerprint submissions monthly and payments will be made to DOJ under this agreement.

County Counsel has reviewed and approved this agreement.

STATE OF CALIFORNIA
STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

PCSO00097

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Business/Entity named below:

BUSINESS/ENTITY NAME

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

CONTRACTOR'S NAME

DEPARTMENT OF JUSTICE (DOJ)

2. The term of this

Agreement is: 01/01/17 through 12/31/17

3. The maximum amount

\$25,000.00

of this Agreement is: Twenty Five Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work 2 page(s)

Exhibit B – Invoicing and Payment Provisions 2 page(s)

Exhibit C* – General Terms and Conditions page(s)

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)
 Exhibit - D Special Terms and Conditions

Exhibit E – Additional Provisions page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

DEPARTMENT OF JUSTICE (DOJ)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

DAVID HARPER, ASST. DIRECTOR, DIVISION OF ADMINISTRATIVE SUPPORT

ADDRESS

1300 I STREET, ROOM 810
SACRAMENTO, CA 95814

California Department of Justice
Use Only

BUSINESS/ENTITY

BUSINESS/ENTITY NAME

COUNTY OF PLUMAS (PCSO)

BY (Authorized Signature)

DATE SIGNED (Do not type)


PRINTED NAME AND TITLE OF PERSON SIGNING

GREGORY HAGWOOD, SHERIFF

ADDRESS

1400 E. MAIN STREET QUINCY, CA 95971

Approved as to form:

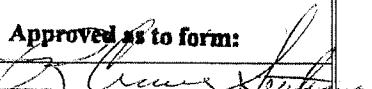

R. Craig Settemire
Plumas County Counsel

EXHIBIT A **SCOPE OF WORK**

The County of Plumas hereinafter referred to as PCSO and the Department of Justice, hereinafter referred to as DOJ, hereby enter into this agreement for the purpose of submitting fingerprint images and related information electronically and having the DOJ provide the PCSO with DOJ and FBI Criminal Offender Record Information (CORI).

1. DOJ Responsibilities:

- A. The DOJ is responsible to receive and process the PCSO CORI requests via electronic submissions. The DOJ shall provide the PCSO with the following information when the DOJ receives and processes CORI requests submitted by PCSO, for PCSO:

- DOJ CORI or a no record response and (if authorized) subsequent arrest notifications
- FBI CORI or a no record response for initial submissions (as applicable)
- Child Abuse Central Index (CACI – as applicable)
- Peace Officer Carry Concealed Weapon (CCW – as applicable)
- Other – Custodian of Records (as applicable)

- B. The DOJ is responsible to receive and process CORI requests submitted by PCSO on behalf of an applicant and/or an applicant agency. The DOJ shall provide the applicant and/or the applicant agency with the CORI requested and submitted through PCSO.

2. The PCSO Responsibilities:

- A. The PCSO will request CORI electronically. The PCSO is statutorily authorized to request and receive CORI under ORI Number CA0320000. Accordingly, the DOJ will deal exclusively with the PCSO for all issues associated with these responses.
- B. The PCSO agrees to maintain the confidentiality of all information submitted to the DOJ and of all DOJ and FBI no record responses or CORI received from the DOJ. The PCSO, any official or employee of the PCSO, shall not divulge any State or Federal level CORI information provided by the DOJ, except upon written authorization of the DOJ.
- C. The PCSO, if operating a live scan device, will also be responsible for payment if their live scan operator fails to input a billing/customer account number or inputs an incorrect billing/customer account number and/or applicant agency information, and the DOJ cannot determine which agency should be billed for the transaction.

3. The contact representatives during the term of this agreement will be:

Program Inquiries:

Requesting Agency:

COUNTY OF PLUMAS (PCSO)
Livescan Account

Name: Roni Towery

Address: 1400 E. Main Street
Quincy, CA 95971

Phone: (530) 283-6396

FAX: (530) 283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
BCIA – Applicant Program

Name: Amber Lozano
c/o Yvonne F.R. Muñoz

Address: 4949 Broadway, Rm. C217
Sacramento, CA 95820

Phone: (916) 210-5336

FAX: (916) 227-1149

E-Mail: yvonne.munoz@doj.ca.gov

Contract inquiries:

Requesting Agency:

PCSO
Livescan Account

Name: Roni Towery

Address: 1400 E. Main Street
Quincy, CA 95971

Phone: (530) 283-6396

FAX: (530) 283-6344

E-Mail: ronitowery@countyofplumas.com

Providing Agency:

DEPARTMENT OF JUSTICE (DOJ)
CJIS/OSP – Electronic Billing Unit

Name: Yvonne F.R. Muñoz

Address: 4949 Broadway, Rm. C217
Sacramento, CA 95820

Phone: (916) 210-5336

FAX: (916) 227-1149

E-Mail: yvonne.munoz@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.

5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

This agreement shall be governed by the laws of the State of California and shall be interpreted according to California law.

EXHIBIT B
Invoicing and Payment Provisions

Invoicing

Under the provisions of Penal Code section 11105, the DOJ is authorized to charge agencies requesting CORI a fee sufficient to cover the cost of processing. It is understood that CORI requests will be processed by the DOJ at the rates established by State and Federal agencies. These rates are subject to change with 30 days written notice.

Current CORI costs and related fees:

State Level Response	\$32	X
Federal Level Response	\$17	X
Federal Level Response (Volunteer)	\$15	
California Child Abuse Index (CACI)	\$15	X
Trustline CACI	\$15	
Adoption CACI	\$15	X
Peace Officer Carry Concealed Weapon (CCW)	\$19	X
Employment CCW	\$22	X
Private Patrol/Security Guard CCW	\$38	
Standard CCW	\$44	X
Judge CCW	\$66	X
Reserve/Custodial Peace Officer CCW	\$88	X
Fingerprint Roller Certification	\$25	
DOJ Fingerprint Rolling Fee	\$10	
Record Review	\$25	x
DSS Fee	\$10	
CS DSS Fee	\$20	
Custodian of Records	\$62	

CORI submissions specific to the PCSO, as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X.

The (Agency Abbr) agrees to compensate the DOJ for services rendered upon receipt of the DOJ invoice. All invoices will state the services provided, the time period covered, the contract number, and the billing/customer account number, 120112, with a tear-off bottom that must be returned with payment. The PCSO is responsible for the use of its billing/customer account number. All costs associated to the billing/customer account number will be the responsibility of the PCSO, and reflected on the DOJ invoice. The total amount payable for each invoice shall not exceed the sum of the costs for each CORI request submitted for the period covered by the invoice excluding corrections, other changes, or amounts overdue.

The DOJ will mail invoices to the following address:

Plumas County Sheriff's Office
ATTN: Roni Towery
1400 E. Main Street
Quincy, CA 95971

Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this agreement does not appropriate sufficient funds for the program, this agreement shall be of no further force and effect. In this event, the business/entity shall have no liability to pay any funds whatsoever to the DOJ or to furnish any other considerations under this agreement and the DOJ shall not be obligated to perform any provisions of this agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the business/entity shall have the option to either cancel this agreement with no liability occurring to the business/entity, or offer an agreement amendment to the DOJ to reflect the reduced amount.

Prompt Payment Clause

This is an agreement to pay the processing fees associated to the transmission of electronic criminal offender record information requests, including fees incurred by duplicate transmissions or other errors on the part of the PCSO or its representative(s).

The PCSO agrees to compensate the DOJ monthly, in arrears, upon receipt of an invoice, computed in accordance with the State Administrative Manual Section 8752 and 8752.1.

Nothing herein contained shall preclude advance payments pursuant to Article I, Chapter 3, Part 1, Division 3, Title 2, of the Government Code.



Plumas County Environmental Health *JK*

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

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

Date: December 20, 2016

To: Honorable Board of Supervisors

From: Jerry Sipe *(Handwritten signature)*

Agenda: Consent Agenda Item for January 10, 2017

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

Background and Discussion: After ten years of service with Environmental Health, Debbie Anderson is retiring effective January 9, 2017. This Environmental Health Specialist position is one of three serving Plumas County.

Each Specialist is assigned a geographic area of the county in which they perform the full range of environmental health protection activities including food protection, wastewater treatment management, rabies and vector control, and water supply protection. This position is allocated and funded in Environmental Health's FY 16-17 budget. The position allocation is flexibly staffed, so Environmental Health will recruit for a journey-level, state-registered Specialist II or an entry-level Specialist I. Either position requires certification from the state Department of Public Health to work as an Environmental Health Specialist in California.

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

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

Thank you.

Enclosures: (2)

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

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

Yes, the requested Environmental Health Specialist I/II position is a critical workload, work quality, customer service, business need.

- Why is it critical that this position be filled at this time?

This vacancy will limit Environmental Health's ability to perform permit and inspection work with only 2 of the 3 allocated EHS positions filled. Processing permits, responding to public inquiries, tracking and reporting EH program mandates, and timely response to inspection requests could all be affected.

- How long has the position been vacant?

The incumbent's retirement is effective January 9, 2017.

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

No. No other wages are currently budgeted and a permanent full-time replacement employee is needed.

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

Our staffing allocation is consistent with that of other similar size Environmental Health Departments.

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

Field Environmental Health services such as permitting, inspection, consultation, and customer service would all be impacted.

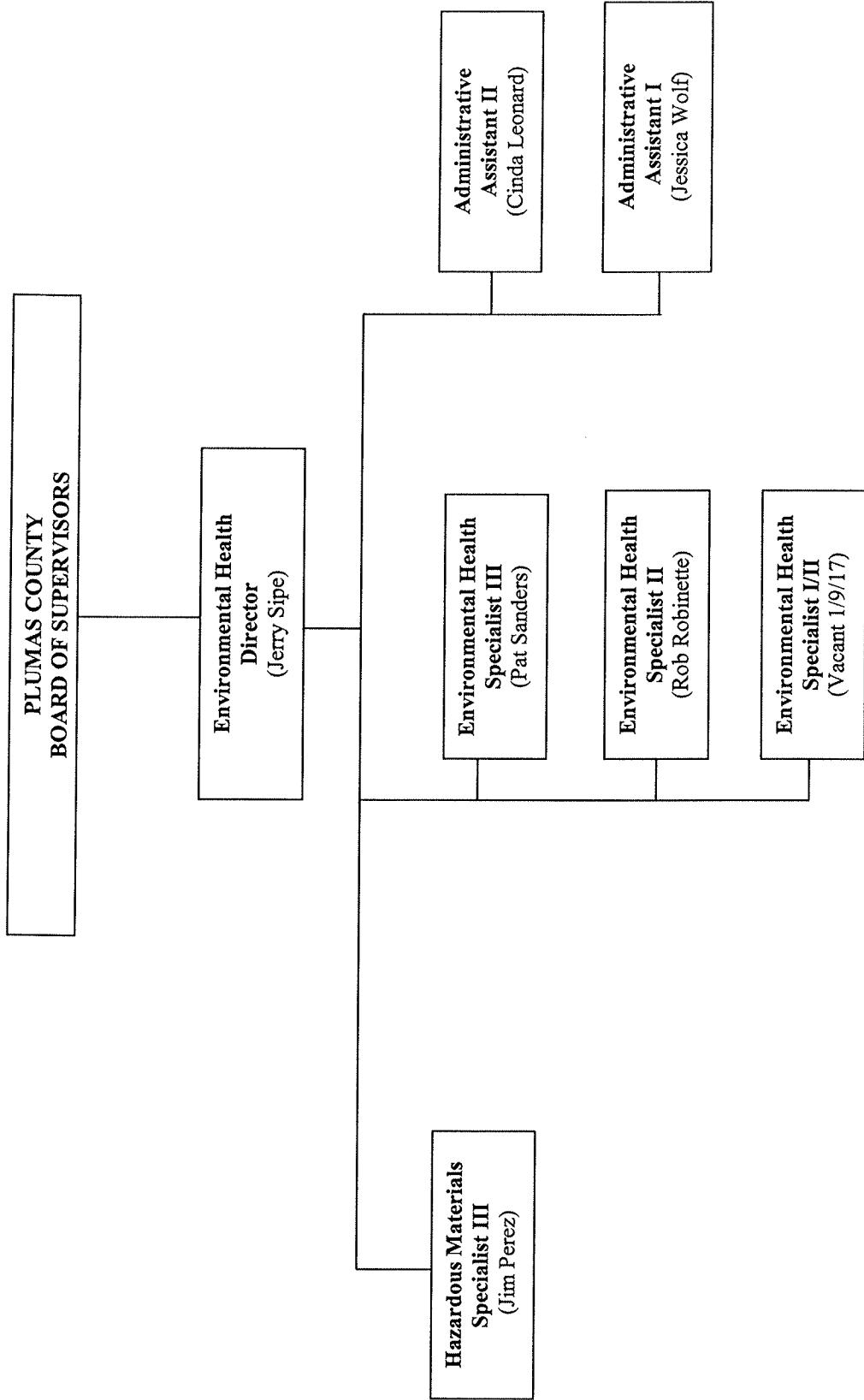
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

The cost savings of leaving this position vacant would be outweighed by losses in customer service, poor program performance, and we would be less able to provide permit and inspection services to those who paid for them.

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

NA

ENVIRONMENTAL HEALTH Organization Chart FY 16-17





DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

df

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

ELLIOTT SMART
DIRECTOR

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

DATE: DECEMBER 16, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JANUARY 3, 2017

RE: AUTHORIZATON TO FILL A VACANT FISCAL AND TECHNICAL
SERVICES ASSISTANT I/II/III POSITION

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

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill one vacant and funded 1.00 FTE Fiscal and Technical Services Assistant I/II/III position as soon as administratively possible.

Background and Discussion

The Department of Social Services has experienced a vacancy in the Fiscal and Technical Services Assistant I/II/III classification. The position is vacant due to the promotion of the prior incumbent effective December 13, 2016. This FTA position performs a variety of duties associated with monitoring and controlling financial performance and indicators, posting expenditures and revenues and other fiscal and administrative support tasks as needed. The work is critical to effectively serving the public. The Department requests the authority to fill the position as soon as administratively feasible.

Financial Impact

This is a budgeted and funded position. There is no impact to the General Fund as funding comes from federal, state and 1991 Realignment sources.

Copies: DSS Management Staff

Enclosures (3)

Position Classification: Fiscal and Technical Services Assistant I/II/III

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description: This position is responsible for support of financial accounting, revenue tracking, administrative claiming and assistance monitoring and claiming. The position is typically assigned the most difficult levels of support for the financial accounting functions in the Department of Social Services. Depending upon the background and experience of the incumbent, the position can be assigned work connected with elements of administrative claiming and control. The position can also be assigned work in connection with control over the maintenance and operations of the Department's motor pool.

Funding Sources: The funding to support this position comes from federal pass through dollars, the State General Fund and county Realignment dollars. There is no cost to the County General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Fiscal and Technical Services Assistant

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

Answer: Yes. Public social services are state mandated.

- 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. The position performs state-mandated fiscal and technical support.

- How long has the position been vacant?

Answer: The position became vacant effective December 13, 2016.

- 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 perform tasks associated financial accounting and claiming.

- 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 .

- 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.

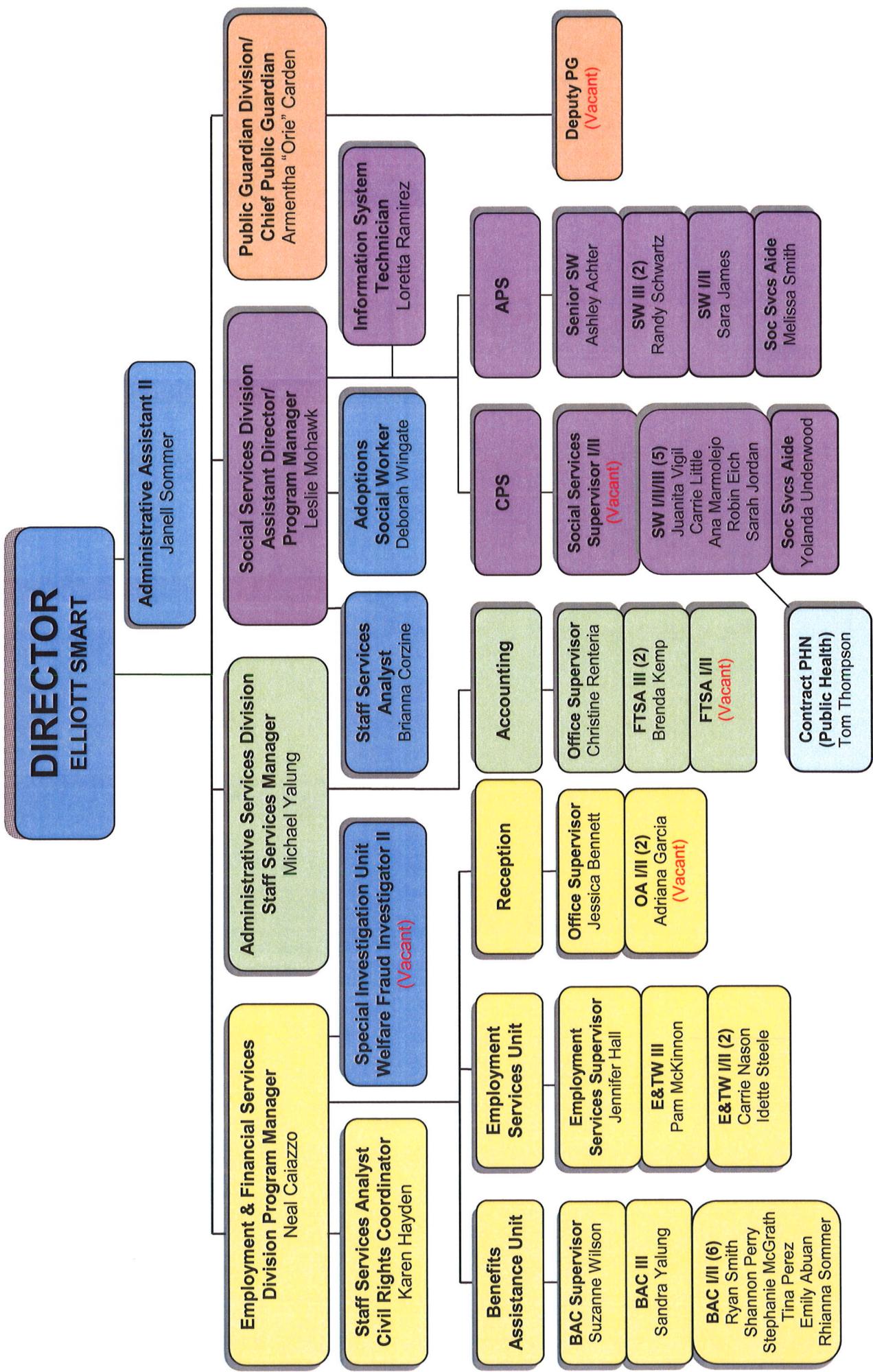
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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?

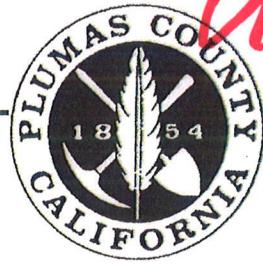
Answer: The Department does have a reserve. The balance fluctuates depending upon a number of factors including whether or not the State achieves the base amount of collection for any given year.

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN



PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., Director **Joe Blackwell, Deputy Director**



CONSENT AGENDA REQUEST

for the January 3, 2017 Meeting of the Plumas County Board of Supervisors

Date: December 27, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorize execution of Amendment No. 1 to the Professional Services Agreement between the County of Plumas and Drake Haglan & Associates in an additional amount of \$207,000 that is necessary to complete environmental documentation for the Sloat-Poplar Valley Road Bridge.

Robert A. Lenczowski

Background:

The “County” and the “Consultant” have mutually identified the need for an amendment to the professional services contract PWRD 11-062. This amendment addresses additional funding to update and complete the necessary environmental documentation required by CEQA and NEPA.

The update to the environmental documentation is necessary due to delays caused by unanticipated findings in the geotechnical investigations required by Caltrans.

The amendment adjusts specific task order budgets and modifies the Project Schedule to account for the cost and time necessary to complete these updates to the environmental documentation. The attached amendment provides the specific task order budget amendments and a revised Project Schedule.

Caltrans has reviewed and approved the amendment and has approved an additional \$207,000 in funding from the Federal Highway Bridge Program. The Department of Public Works has the project budgeted under Work Order #561 in the FY 16/17 budget.

All other provision of the Professional Services Agreement will remain unchanged.

Recommendation by Public Works:

Public Works staff respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 1 to the Professional Services Agreement between the County of Plumas and Drake Haglan & Associates that is necessary to complete environmental documentation for the Sloat-Poplar Valley Road Bridge.

**AMENDMENT NO. 1
to the
PROFESSIONAL SERVICES AGREEMENT**

Sloat-Poplar Valley Road Bridge in Plumas County, California

Bridge No. 9C-0149

On Sloat-Poplar Valley Road (County Route #509B)

Over the Middle Fork of the Feather River

The May 5th, 2011 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and DRAKE HAGLAN AND ASSOCIATES, INC., a California Corporation ("Consultant"), is hereby amended on _____, 2016 as set forth below.

Project Background

Plumas County is proposing to replace the existing Sloat-Poplar Valley Road bridge over the Middle Fork Feather River.

The original bridge was constructed in 1956 as a 21-ft wide, three-span concrete deck on steel plate girder bridge. During the January, 1997 flood, the northern span and abutment were washed away. Consequently, the northern portion was "temporarily" repaired with two single lane Bailey bridge spans, a new abutment and a new pier.

The California Department of Transportation (Caltrans) inspection report has classified the existing bridge as eligible for replacement with federal funding through the Federal Highway Administration's Highway Bridge Program (HBP).

This amendment reallocates task budget funds to update environmental documentation due to delays caused by unanticipated geotechnical investigations required by Caltrans.

Compensation

Consultant shall be paid in accordance with the revised Task Budget Proposal set forth in Exhibit "A," attached hereto and made part of this agreement. Consultant's compensation shall in no case exceed Eight Hundred and Seventy Nine Thousand, Seven Hundred and Twenty Seven Dollars and Fifty Six Cents (\$879,727.56). Certified payroll shall be submitted for any staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

Project Schedule

The Consultant shall complete the work in accordance with the revised Project Schedule set forth in Exhibit "B" attached hereto and made part of this agreement.

Other Contract Provisions

All other contract provisions set forth in the May 5th, 2011 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

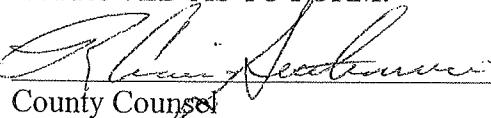
COUNTY OF PLUMAS
A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:



County Counsel

Date: 12/15/2017 _____

AGREED TO BY:

Chair, Plumas County Board of Supervisors

Date: _____

CONSULTANT
DRAKE HAGLAN AND ASSOCIATES

Signature
Dennis Haglan, President

Date: _____

Signature
Craig Drake, CFO

Date: _____

26-0747074
Drake Haglan and Associates - Taxpayer ID Number



July 15, 2016

John Mannie
Plumas County, Department of Public Works
1834 East Main Street
Quincy, CA 93670

**SUBJECT: Sloat-Poplar Valley Road Bridge over the Middle Fork of the Feather River
Project Fee Amendment No. 1 Request**

Dear Mr. Mannie:

As discussed, attached is a contract amendment request to reallocate phase 1 task budgets, use our updated 2016 labor rates, DHA's 2015 overhead rate, and for the additional work described below.

In general, the amendment request includes additional work to update the environmental documentation due to the delays caused by the hazardous waste investigation, reinstating the funds transferred to Taber Consultants from DHA labor to cover the initial hazardous waste investigation, reinstating funds transferred to Radman Aerial from DHA labor for providing aerial photos, additional funds for Wreco to perform additional hydraulic analysis required for sizing the temporary culverts needed for the proposed temporary river crossing and Crawford Consultants performing the confirmation sampling to document the remediation of the site of known toxins.

The amount of the requested amendment for the additional scope of work is \$206,653.33 which revises the current contract amount from \$673,074.23 to a total of \$879,727.56. Of the \$206,653.33, DHA is requesting \$88,442.71, LSA is requesting \$89,046.26, Wreco is requesting \$3,985.27 and Crawford & Associates is requesting \$25,179.09.

DHA is requesting to revise the existing task budgets as follows:

Task	Current Contract Amount	Remaining	Reallocation	Amendment Request	Revised Task Budget
1.1.1 KICK OFF MEETING	4,326.24	161.59	-161.59	0	4,164.65
1.1.2 PRELIMINARY RESEARCH	3,248.60	2,053.68	-2,053.68	0	1,194.92
1.1.3 FIELD INVESTIGATION	0	0	0	0	0
1.1.4 PROJECT SCHEDULE	1,892.73	289.24	0	0	1,892.73
1.2.1 PROJECT ADMINISTRATION	35,819.21	-6,534.57	6,534.57	0	42,353.78
1.2.2 PROGRESS	14,002.50	10,161.48	-6,370.60	0	7,631.90

Task	Current Contract Amount	Remaining	Reallocation	Amendment Request	Revised Task Budget
1.2.3 LAPM COORDINATION	4,596.63	4,596.63	0	0	4,596.63
1.2.4 CALTRANS COORDINATION	4,867.03	4,867.03	0	0	4,867.03
1.3.1 SURVEY & MAPPING	2,008.96	-239.7	239.7	0	2,248.66
1.3.2 HYDROLOGY & BRIDGE HYDRAULIC REPORT	1,351.95	-200.59	200.59	0	1,552.54
1.3.3 TECHNICAL MEMORANDUM	34,051.13	4,383.94	-4,373.51	0	29,677.62
1.3.4 PRELIMINARY ALIGNMENTS & BRIDGE STUDIES	45,743.59	-5,984.52	5,984.52	0	51,728.11
TASK 1.4 ENVIRONMENTAL CLEARANCE	18,325.73	15,273.68	0	0	18,325.73
TASK 1.5 GEOTECHNICAL INVESTIGATIONS	1,523.88	684.5	0	0	1,523.88
TASK 1.6 UTILITY COORDINATION	2,430.50	2,430.50	0	0	2,430.50
TASK 2.1 PROJECT MANAGEMENT & COORDINATION	590.16	-4204.92	0	29,501.37	30,091.53
2.2.1 60% ROADWAY DESIGN	29,149.79	16,515.84	0	1,445.74	30,595.53
2.2.2 90% ROADWAY DESIGN	18,978.53	18,978.53	0	235.7	19,214.23
2.2.3 100% ROADWAY DESIGN	8,238.18	8,238.18	0	4,706.30	12,944.48
2.2.4 FINAL ROADWAY DESIGN	4,119.09	4,119.09	0	21.73	4,140.82
2.3 TRAFFIC HANDLING DESIGN	4,917.62	4,917.62	0	-2,409.72	2,507.90
2.4 UTILITY COORDINATION/DESIGN	6,753.74	6,647.43	0	-2,296.96	4,456.78
2.5 RIGHT-OF-WAY ENGINEERING	2,008.96	2,008.96	0	4.16	2013.12
2.6 BRIDGE DESIGN & DETAILING	81,632.05	32,614.73	0	3,294.41	84,926.46
2.7 65% PLANS SUBMITTAL (ROADWAY & BRIDGE)	2,549.74	348.85	0	1.77	2,551.51
2.8 BRIDGE DESIGN CHECK	0	0	0	31,362.54	31,362.54

Task	Current Contract Amount	Remaining	Reallocation	Amendment Request	Revised Task Budget
2.9 SPECIFICATIONS	17,730.16	17,730.16	0	-2,544.09	15,186.07
2.10 ENGINEER'S ESTIMATE	19,045.37	19,045.37	0	4,299.91	23,345.28
2.11 QUALITY CONTROL (ROADWAY & BRIDGE)	10,368.17	10,368.17	0	6,457.56	16,825.73
2.12 DRAFT PS&E SUBMITTAL (ROADWAY & BRIDGE)	7,962.36	7,962.36	0	5,821.20	13,783.56
2.13 PERMIT COMPLIANCE	5,252.42	5,252.42	0	116.63	5,369.05
2.14.1 FINAL REVISIONS (ROADWAY & BRIDGE)	9,478.71	9,478.71	0	1,777.14	11,255.85
2.14.2 FINAL SUBMITTAL (ROADWAY & BRIDGE)	4,083.56	4,083.56	0	706.11	4,789.67
2.15 PRE-BID CONSULTATION	1,286.31	1,286.31	0	3,014.21	4,300.52
3.1 CONSTRUCTION SUPPORT	25,784.07	25,784.07	0	4,530.30	30,314.37
3.2 FINALIZE PROJECT RECORDS	17,111.67	17,111.67	0	-4,662.39	12,449.28
CRAWFORD & ASSOCIATES	0	0	0	25,179.09	25,179.09
LSA ASSOCIATES	51,270.00	-4652.38	0	89,046.26	140,316.26
TABER CONSULTANTS	147,406.00	484.8	0	0	147,406.00
WRECO, INC.	17,000.00	511.75	0	3,985.27	20,985.27
RADMAN AERIAL	2,830.00	0	0	0	2,830.00
OTHER DIRECT COSTS	929	391.78	0	0	929
SALARY ESCALATION	2,409.89	2,409.89	0	3,059.10	5,468.99
Total	673,074.23	239,375.84	0.00	206,653.33	879,727.56

The following summarizes DHA's request to reallocate task budgets in Phase 1 shown in the table above.

TASK 1.1.1 – KICKOFF MEETING \$4,164.65 (REVISED TASK AMOUNT)

DHA has completed the kickoff meeting and is requesting to reallocate the remaining \$161.59.

TASK 1.1.2 – PRELIMINARY RESEARCH \$1,194.92 (REVISED TASK AMOUNT)

DHA has completed the preliminary research and is requesting to reallocate the remaining \$2,053.68.

TASK 1.2.1 – PROJECT ADMINISTRATION \$42,353.78 (REVISED TASK AMOUNT)

DHA is requesting to reallocate budget from the following tasks to offset costs spent to date coordinating the hazardous waste testing as well as other coordination with the County:

- a. \$161.59 from Task 1.1.1
- b. \$2,053.68 from Task 1.1.2
- c. \$4,319.30 from Task 1.2.2

TASK 1.2.2 – PROGRESS MEETINGS \$7,631.90 (REVISED TASK AMOUNT)

DHA does not anticipate as many progress meetings as originally scoped thus is requesting to reallocate \$6,370.60 to various tasks to cover work that was not anticipated.

TASK 1.3.1 – SURVEY & MAPPING \$2,248.66 (REVISED TASK AMOUNT)

DHA is requesting to reallocate \$239.70 from Task 1.2.2 to offset costs spent to date creating the Civil 3D model for design use.

TASK 1.3.2 – HYDROLOGY & BRIDGE HYDRAULIC REPORT \$1,552.54 (REVISED TASK AMOUNT)

DHA is requesting to reallocate \$200.59 from Task 1.2.2 to offset costs spent to date coordinating the hydraulic studies to ensure they are consistent with the proposed bridge design.

TASK 1.3.3 – TECHNICAL MEMORANDUM \$29,677.62 (REVISED TASK AMOUNT)

DHA has essentially completed this task and expect only minor comments to complete the technical memorandum thus DHA is requesting to reallocate \$4,373.51 to Task 1.3.4.

TASK 1.3.4 – PRELIMINARY ALIGNMENTS & BRIDGE STUDIES \$51,728.11 (REVISED TASK AMOUNT)

DHA is requesting to reallocate budget from the following tasks to offset costs incurred analyzing multiple alignment alternatives as requested by the County to balance impacts to the nearby residences:

- a. \$1,611.01 from Task 1.2.2.
- b. \$4,373.51 from Task 1.3.3

A revised DHA hour summary for Phase 2 and Phase 3 is included for your reference. These hours and personnel classifications performing the work shall supersede the hours and personnel classifications performing the work included in the current professional services agreement.

If you have any questions or would like further clarification of any of these proposed modifications, please call me at your convenience.

Sincerely,



Kevin Ross, P.E.
Project Manager
Drake Haglan & Associates

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., Director **Joe Blackwell, Deputy Director**



CONSENT AGENDA REQUEST

for the January 3, 2017 Meeting of the Plumas County Board of Supervisors

Date: December 27, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Authorize execution of the Professional Services Agreement between the County of Plumas and Mark Thomas and Company for the lease and associated training and support of the Rieker Curve Advisory System (CARS) in the amount of \$15,500.

Background:

The Department of Public Works has been awarded grant funding from the Systemic Safety Analysis Report Program (SSARP) to analyze curve speeds on 200 centerline miles of various County roadways. The technology used to perform this analysis is the Rieker Curve Advisory System (CARS). This technology will allow the County to survey County roads using the system to automatically determine and record the recommended safe curve speed.

The federal Highway Safety Improvement Program funds the project with oversight provided by the Caltrans. The funding agreement will provide the Department of Public Works with \$90,000 in State funds from SSARP with a local match of \$10,000.

Mark Thomas and Company, the exclusive provider of the Rieker CARS system in California, will lease the necessary equipment to Plumas County for three (3) years and provide training and support for County personnel during this license period.

County Counsel has approved the form of the attached professional services agreement.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Director of Public Works and the Chair of the Board of Supervisors to execute the services agreement with Mark Thomas and Company in the amount of \$15,000 for the lease of a Rieker CARS unit to the Plumas County Public Works along with providing training and support to the Department.

**PROFESSIONAL SERVICES AGREEMENT
FOR
RIEKER CURVE ADVISORY SYSTEM**

THIS AGREEMENT is made and entered into this _____ day of _____, 2017 (“Effective Date”), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (“County”), through its Public Works Department and Mark Thomas and Company, Inc., a California Corporation” (“Contractor”).

WITNESSETH:

WHEREAS, County proposes to have Contractor provide training and support of leased equipment for the gathering of data necessary to set safe curve speed limits on County roadways.

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

WHEREAS, County and Contractor desire to contract for specific services in connection with the project described below (the “Project”) and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the letter from Mark Thomas & Company, attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, to the extent they arise from Contractor's performance under this Agreement.

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement. Contractor's compensation shall in no case exceed Fifteen Thousand and Five Hundred Dollars and No Cents (\$15,500.00).

2.2 Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by the Systemic Safety Analysis Report Program grant Project Number SSARPL-5909(110) to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

(a) Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability

incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by County as set forth in Exhibit "A," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) year(s), ending on _____, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

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

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

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

- (a) Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.
- (b) All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured.
- (c) All of Contractor’s available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) Contractor’s policy 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, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13.
- (f) To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County’s own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision..
- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below, unless the recipient party has, by written notice to the other, provided alternate contact information. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

Matt Stringer
Mark Thomas and Company
7300 Folsom Boulevard, Suite 203
Sacramento, CA 95826

Tel: (530) 669-3686
Fax: (916) 381-9180

IF TO COUNTY:

Robert A. Perreault, Jr., Director
Plumas County Public Works
1834 East Main Street
Quincy, CA 95971

Tel: (530) 283-6268
Fax: (530) 283-6323

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

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

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

6.8. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board

(“County Indemnitees”) from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers’ compensation claims to the extent they are caused by the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of negligence, error or omissions of Contractor and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

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

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

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

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

6.13. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

MARK THOMAS & COMPANY, INC.
A California Corporation

Robert A. Holmes, President

Date: _____

R. Matt Brogan, Secretary

Date: _____

Taxpayer ID Number: 94-1451490

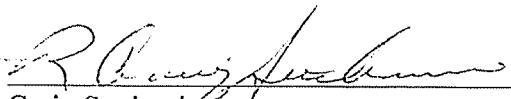
COUNTY OF PLUMAS

APPROVED AS TO SCOPE OF WORK:

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

Date: _____

APPROVED AS TO FORM:



Craig Settemire
County Counsel

Date: 12/12/2016

CONCURRENCE:

Sherrie Thrall, Chair
Board of Supervisors

Date: _____

Exhibit A: Project Proposal (Scope of Work, Fee Schedule and Schedule of Deliverables)

Exhibit A



MARK THOMAS & COMPANY
Providing Engineering, Surveying & Planning Services

August 11, 2016

OFFICES

Cupertino
Fresno
Irvine
Oakland
Sacramento
Salinas
San Jose
San Mateo
Walnut Creek

Dear Mr. Mannle,

We appreciate you giving MTCo the opportunity to provide our scope and fee for this effort. MTCo proposes the following work plan to provide Training and Support for the Rieker Curve Advisory Reporting System (CARS);

1 CARS License and Lease

Rieker will provide a three (3) year lease for the CARS system and Data Portal. This includes: one complete CARS system for data collection by Plumas County (including CARS unit, Tablet, GPS antennae, and associated cables); Unlimited access to the CARS online portal for Plumas County to generate reports. This includes 200 centerline of collection and collection of additional mileage will be subject to additional charges.

2 MTCo Training and Support

Mark Thomas & Company shall provide on-site training on the use and best practices with the CARS system. This will cover proper installation of the CARS system, collection of curve data, and processing the data via the CARS portal to produce curve reports. In addition MTCo shall provide four (4) support calls from any member present in the training for a period of one (1) year.

FEE

The fee estimate for this proposal is based on Rieker CARS unit rental along with training and follow up support, and is as follows:

1. 3 Year Rieker License and Lease for 200 Centerline Miles	\$13,000.00
2. MTCo Training and Support	\$ 2,500.00
3. TOTAL:	\$15,500.00

SCHEDULE

We understand that your time is valuable and your schedule demands a lot from you. We are flexible to your needs and can deliver when promised. MTCo can mobilize training staff within one (1) week after the delivery of the Cars System by Rieker.

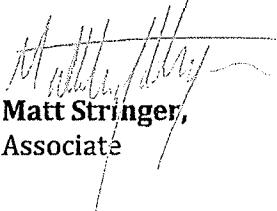
Assumptions

1. Data will be collected for a maximum of 200 centerline miles.
2. County of Plumas will be responsible for collection of data.
3. County of Plumas will be responsible for online portal analysis and curve report generation.
4. MTCO can provide support in addition to what is included in this scope of. If needed, a fee can be negotiated.

If you have any questions, please feel free to contact me. You can reach me on my direct line at (916) 403-5763 or via email at mstringer@markthomas.com.

Thank you again for the opportunity to propose on your project.

Sincerely,
MARK THOMAS & COMPANY, INC.


Matt Stringer,
Associate

BOARD AGENDA REQUEST FORM

4A

Department: Environmental Health

Authorized Signature: 

Board Meeting Date: 1/3/2017

Request for 5 minutes for presentation

(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: Yes No

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Approve a transfer of \$2469.60 from GF contingencies to pay for publication cost of Ordinance 16-1104

B. _____

C. _____

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

Auditor

If another department or the CAO is opposed to an agenda item, please indicate the objection:

N/A

Attached Documents:

Contracts/Agreements:

Three copies? (Y)/N

Signed? (Y)/N

Budget Transfers Sheets:

Signed? (Y)/N

Other: _____

Publication:

Clerk to publish on _____.

Notice attached and e-mailed to Clerk.

Notice to be published _____ days prior to the hearing.

(if a specific newspaper is required, enter name here.)

Dept. published on _____ (Per Code § ____).

Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: No: Not Applicable:

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.



Plumas County Environmental Health

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

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

Date: December 16, 2016

To: Honorable Board of Supervisors

From: Jerry Sipe

Agenda: Agenda Item for January 3, 2017

Recommendation: Approve a transfer of \$2,469.60 from contingencies to pay for publication costs of Ordinance 16-1104

Background and Discussion: As the Board will recall, Ordinance 16-1104 amended County Code to ensure consistency with the new statewide onsite wastewater regulations. To comply with Section 25124(a) of the Government Code, the ordinance was published once, with the names of the Supervisors voting for and against it, in a newspaper of general circulation in Plumas County.

On December 14, the ordinance was published in the Feather River Bulletin. In some instances a summary may be published in lieu of the full ordinance but the summary needs to be published twice, once before and once after the ordinance is adopted. In this case, the entire ordinance was published which will give the public ample notice of the new requirements and will help avoid any confusion that a summary may have caused.

The cost to publish this ordinance was not anticipated or budgeted in Environmental Health's FY 16-17 budget, so this request is to pay this cost from contingencies. The Supplemental Budget request form is attached and has been reviewed and approved by the County Auditor.

If you have any questions, please contact me at 283-6367.

Thank you.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Environmental Health Dept. No: 20550 Date 1/3/2017

The reason for this request is (check one):		Approval Required
A.	<input checked="" type="checkbox"/>	Board
B.	<input type="checkbox"/>	Board
C.	<input type="checkbox"/>	Board
D.	<input type="checkbox"/>	Auditor
E.	<input type="checkbox"/>	Auditor

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

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF
SUPPLEMENTAL, NEW UNBUDGETED EXPENSE) **18**

Supplemental budget requests require Auditor/Controller's signature

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

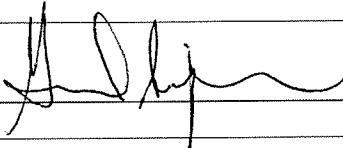
In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Publishing costs were unanticipated due to having to publish the full ordinance instead of the summary

B) N/A

C) Invoice will need to be paid in current fiscal year 16/17.

D) N/A

Approved by Department Signing Authority: 

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: 

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

5A

TRANSFER NUMBER
(Auditor's Use Only)

Department: TITLE III - SECURE RURAL SCHOOLS Dept. No: 20027 Date 1/3/2017

The reason for this request is (check one):

A. <input checked="" type="checkbox"/>	Transfer to/from Contingencies OR between Departments	Board
B. <input type="checkbox"/>	Supplemental Budgets (including budget reductions)	Board
C. <input type="checkbox"/>	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D. <input type="checkbox"/>	Transfer within Department, except fixed assets	Auditor
E. <input type="checkbox"/>	Establish any new account except fixed assets	Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund # Dept # Acct # Account Name \$ Amount

TRANSFER TO QR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF
SUPPLEMENTAL NEW UNBUDGETED EXPENSE)

Fund #

Dent #

Acct #

Account Name

§ Amount

Supplemental budget requests require Auditor/Controller's signature

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

RECEIVED
DEC. 19 2016

Auditors / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) REVENUE FOR FY 2016-2017 BUDGET

B) _____

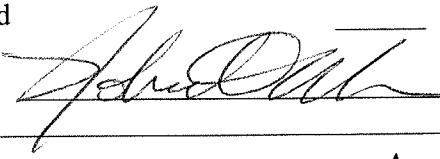
C) _____

D) _____

Approved by Department Signing Authority: _____

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: 

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

RECEIVED
DEC 19 2016
Auditors / Risk

Financial Activity**Additional Description:**

The Secure Rural Schools and Community Self-Determination Act of 2000(SRS) was reauthorized on April 2015 by P.L. 114-10 for two years; this is the second year of SRS reauthorization. Adjustments made to Title I allocation in FY 2014-15 because of Monterey County's overpayment due to the no-fault allocation by the State was partially allocated back in this year's payment. Please see the report published in SCO website for the calculation of Title I Net Adjustment Amount.

US Forest Reserve - GC sections 29480-29484

US FOREST RESERVE

Fiscal Year 2015

Collection Period:	10/01/2014	To	09/30/2015
Payment Calculations:	0.00		
25 Percent Payment:	2,841,964.78		
Title 1	234,044.16		
Title III (County Projects)	1,841.24		
US Federal Offset or Title I Adjustment Amount			

Gross Claim	\$3,077,850.18
Net Claim / Payment Amount	\$3,077,850.18
YTD Amount:	\$3,077,850.18

For assistance, please call: Rhodora B. Bravo at (916) 324-8361

4/7/2016

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS



CONSENT AGENDA REQUEST

For the January 3, 2017 meeting of the Plumas County Board of Supervisors

December 27, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Request the Board of Supervisors to re-affirm the purchase 2 snow plow trucks with money budgeted in the FY16/17 budget in the amount of \$547,519.12.

Background:

This Agenda Request pertains to the need by the Department of Public Works to purchase 2 snow plow trucks as identified in the FY16/17 annual budget.

The cost of these 2 vehicles is \$547,519.12 total as documented on the invoice from the vendor.

On September 29, 2016, the Board of Supervisors adopted Resolution #16-8187 to adopt the final budget for Plumas County and the Dependent Special Districts Therein for Fiscal Year 2016-2017.

Public Works staff has coordinated with the Auditor's Office and a Budget Transfer Form will not be required at this time.

Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors reaffirm Public Works to purchase 2 new snow plow trucks, using the FY2016-17 budget funds, not to exceed \$547,519.12.



TEC Equipment, Inc.

1955 East Greg St.
Sparks, NV 89431
(775) 356-7200
(775) 356-7299



VOLVO

Sold To: Plumas County Department of Public Works

1834 E Main Street
Quincy CA 95971

DATE	SHIP VIA		F.O.B.	TERMS	
PURCHASE ORDER NUMBER		ORDER DATE	SALESPERSON	ORDER NUMBER	
ORDERED	SHIPPED	B.O.	STOCK NUMBER	DESCRIPTION	UNIT PRICE
1			MR1294	2017 Mack GU712 Truck 1M2AX06C1HM002759	\$294.48 \$254,383.99
1			MR1298	2017 Mack GU712 Truck 1M2AX06CXHM002758	(\$294.48) \$254,383.99
ADMINISTRATION FEE					\$110.00
DOCUMENTATION FEE					\$990.00
LICENSE/TITLE FEES					
CASH DOWN PAYMENT					\$
NET TRADE-IN ALLOWANCE					
NET TRADE-IN ALLOWANCE					
SALES TAX					\$38,240.10
BALANCE DUE					\$547,519.12

x *Robert H. Pencaut*
Plumas County Department of Public Works

THANK YOU!!



TEC Equipment, Inc

1955 East Greg St.
Sparks, NV 89431
(775) 356-7200
(775) 356-7299



VOLVO

SALES ORDER

PLEASE ENTER MY ORDER FOR THE FOLLOWING:

Plumas County Department of Public Works

PURCHASER'S NAME

PURCHASER'S NAME

1834 E Main Street

STREET ADDRESS

Quincy CA 95971
CITY STATE ZIP CODE

530-283-6268
PHONE FAX

Greg Gammon
REPRESENTATIVE

QUANTITY	1	YEAR	2017	MAKE	Mack	MODEL	GU712	MILEAGE	23	STOCK #	MR1294
SERIAL #	1M2AX06C1HM002759	VEHICLE TYPE		Truck		FET	-\$294.48	SALES PRICE			\$254,383.99
QUANTITY	1	YEAR	2017	MAKE	Mack	MODEL	GU712	MILEAGE	27	STOCK #	MR1298
SERIAL #	1M2AX06CXHM002758	VEHICLE TYPE		Truck		FET	-\$294.48	SALES PRICE			\$254,383.99

TO BE DELIVERED ON OR ABOUT	USED VEHICLE TRADE-IN AND/OR OTHER CREDITS
SPECIAL INSTRUCTIONS	MAKE _____ MODEL _____ BODY TYPE _____ YEAR _____ SERIAL # _____ ALLOWANCE _____ BALANCE OWED TO _____ ADDRESS _____ PAYOFF _____ Good Until _____
	MAKE _____ MODEL _____ BODY TYPE _____ YEAR _____ SERIAL # _____ ALLOWANCE _____ BALANCE OWED TO _____ ADDRESS _____ PAYOFF _____ Good Until _____
	TRADE-IN ALLOWANCE
	BALANCE OWED ON TRADE
	CASH REFUND TO CUSTOMER
	NET TRADE IN ALLOWANCE
	CASH DOWN PAYMENT

SCHEDULE A Included as part of this Sales Order Initial _____

BINDING ARBITRATION: Dealer has opted to use binding arbitration, in lieu of litigation, to resolve disputes arising under this Sales Order and the relationship between Dealer and its customers/purchasers. To that end, it has agreed to be bound to the terms and conditions of the arbitration agreement that is attached to this sales order, which by this reference is incorporated herein as if set forth in the Sales Order in full. By executing this Sales Order, the customer/purchaser acknowledges receipt of the arbitration agreement and agrees to be bound by its terms and conditions.

Initial Accept *RAY* or Initial Decline

DISCLAIMER OF CONSEQUENTIAL DAMAGES: To the fullest extent permitted by law, Purchaser shall not be entitled to recover from Dealer any damages for loss to property or persons or damages for loss of use, loss of time, loss of profits, loss of income, or any other consequential or incidental damages.

Initial *RAY*

DISCLAIMER OF WARRANTIES: Unless Dealer furnishes Purchaser with a separate written warranty or service contract made by Dealer on its own behalf, Dealer hereby disclaims all warranties, express or implied, including any implied warranties of quality, workmanship, design, merchantability, suitability and fitness for any particular purpose on all goods and services sold by Dealer. All used vehicles are sold on an "AS-IS, WHERE-IS" basis. Any warranty on any new vehicle or used vehicle still subject to a Manufacturer's warranty is that made by the Manufacturer only. All warranties, if any, by Manufacturers and suppliers are theirs, not Dealer's, and only the Manufacturers and suppliers shall be liable for performance under such warranties.

Initial *PPF*

THIS CONTRACT IS SUBJECT TO ADDITIONAL PROVISIONS SET FORTH ON THE NEXT TWO PAGES HEREOF, THE SAME BEING INCORPORATED HEREIN BY

REFERENCE. Purchaser agrees that this Order includes all of the terms and conditions. This order cancels and supersedes any prior agreement and as of the date hereof comprises the complete and exclusive statement of the terms of the agreement relating to the subject matters covered hereby, and that THIS ORDER SHALL NOT BECOME

BINDING UNTIL ACCEPTED BY THE DEALER OR HIS AUTHORIZED REPRESENTATIVE. THIS SALES ORDER CAN BE TERMINATED BY DEALER AT ANY TIME AT ITS SOLE

DISCRETION. Purchaser by his execution of this Order acknowledges that he has read the terms and conditions and has received a true copy of this Order. Initial *RAY*

FEDERAL EXCISE TAX	\$ (588.96)
SALE PRICE	\$ 508,767.98
DOCUMENTATION FEE	\$ 990.00
ADMINISTRATION FEE	\$ 110.00
SUB-TOTAL	\$ 509,279.02
SALES TAX	7.5
MISC. CHARGES	\$ -
LICENSE/TITLE FEES	\$ -
EXTENDED WARRANTIES	\$ -
TOTAL CASH DELIVERED PRICE	\$ 547,519.12
TOTAL DOWN PAYMENT	\$ -
UNPAID CASH BALANCE DUE ON DELIVERY	\$ 547,519.12

<i>Robert A. Resenberry</i> PURCHASER	11-18-2016
<i>g Ga</i>	11-18-16
SALESPERSON	DATE
<i>Dave Lunder</i>	11-17-16

ACCEPTED BY SALES MANAGER

DATE

ORDINANCE NO. 17- _____

Lab

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING CHAPTER 10 OF TITLE 6 OF THE PLUMAS COUNTY CODE REGARDING SOLID WASTE CONTROL

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

SECTION 1.

Purpose. The purpose of this ordinance is to:

- (a) Protect and preserve Plumas County's environment and the economic interests, health, safety and quality of life of the residents of and visitors to Plumas County.
- (b) Update local regulations regarding the administration of the solid waste and recyclables collection and disposal system so that it continues to provide the best possible service to residents of and visitors to Plumas County.
- (c) Promote recycling and the diversion of recyclable materials from the waste stream, and in doing so, comply with the California Integrated Waste Management Act of 1989 (Sher, AB 939) (hereinafter the "Act"), the California Public Resources Code, and, commencing at Section 40000 of the California Public Resources Code, the State's Mandatory Commercial Recycling Law, Chapter 476, Statutes of 2011 (Chesbro, AB 341), and other applicable laws, all as currently in force or as hereafter amended.
- (d) Establish and refine Plumas County's requirements and guidelines for the collection and disposal of solid waste, including green waste, construction & demolition debris (C & D), and the diversion and recycling of recyclable materials.
- (e) Provide an enforcement mechanism to help ensure that residents of and visitors to Plumas County engage in the proper collection and disposal of solid waste and recyclable materials and provide protections against illegal scavenging of materials.
- (f) Provide an exemption from the provisions of California's Mandatory Commercial Recycling Law Chapter 476, Statutes of 2011 (Chesbro, AB 341) as currently in force or as hereafter amended, for Qualified Generators that Self-Haul, donate or sell their recyclables, and provide an exemption from same for those businesses that have major constraints or generate an amount of solid waste that does not meet the minimum thresholds contained in that law.
- (g) Provide fiscal oversight to ensure that all fees collected in conjunction with the solid waste program are collected in conformance with Plumas County's Integrated Solid Waste Plan, Article XIII A of the California Constitution (Proposition 13), and Articles XIII C and XIII D of the California Constitution (Proposition 218), all as currently in force or as hereafter amended.

Findings. Now, therefore, the Board of Supervisors of Plumas County (hereinafter "**Board**") hereby **FINDS** that, in order to conserve water and energy, protect the environment and preserve the economic interests, health, safety and quality of life of the residents of and visitors to Plumas County, it must provide for an efficient and integrated solid waste collection and disposal system, and

Furthermore, the **Board** hereby **FINDS**, that in order to comply with State and Federal mandates, particularly the Act, and the State's Mandatory Commercial Recycling Law, Chapter 476, Statutes of 2011 (Chesbro, AB 341), all as currently in force or as hereafter amended, regarding the collection and disposal of solid waste, which laws require cities and counties to reduce, reuse and Recycle solid waste generated in California to the maximum extent feasible before the disposal of solid waste, Plumas County must strengthen its diversion and recycling policy by enhancing its efforts to encourage and incentivize the diversion of recyclable materials from the waste stream, and

Furthermore, the Board hereby **FINDS** that Plumas County intends to be successful in its efforts to meet the State's diversion mandates, doing so - in part - by providing a strong financial incentive for residents and visitors to redirect recyclable materials from the waste stream, and

Furthermore, the **Board** hereby **FINDS** that the timely and efficient collection and disposal of solid waste and recyclable materials within unincorporated Plumas County is an essential aspect of the Plumas County solid waste plan, and that the economic interests of the residents of and visitors to Plumas County are best served by awarding contract(s) for the collection and disposal of solid waste and recyclable materials to private solid waste collector(s) in the form of franchise agreement(s) to accomplish this goal, and

Furthermore, the **Board** hereby **FINDS** that the solid waste collection and disposal program for the unincorporated part of Plumas County shall be administered jointly by the Plumas County Departments of Environmental Health and Public Works. Their joint and individual responsibilities shall address the protection of Plumas County's environment and natural resources, and the preservation of the economic interests, health, safety and quality of life for the residents of and visitors to Plumas County, as well as the changing regulatory landscape of Federal and State law, and

Furthermore, the **Board** hereby **FINDS** that the County's goals in meeting the aforementioned responsibilities shall continue to be accomplished by awarding franchise contracts for solid waste services to private solid waste collectors, regulating the means by which solid waste is collected and disposed of, implementing existing and new State and Federal regulations as they are enacted, and providing fiduciary control over the rates that solid waste customers must pay for these services, and

Furthermore, the **Board** hereby **FINDS** that, in order to ensure that all rates and fees collected in conjunction with the solid waste program are collected in conformance with the Plumas County solid waste plan, Propositions 13, 26 and 218, responsible fiscal oversight by Plumas County shall continue to be the preeminent principle in setting or adjusting rates and fees for solid waste collection and disposal services, and

Furthermore, the **Board** hereby **FINDS** that the existing provisions of Chapter 10 of Title 6 of the Plumas County Code of Ordinances require substantial revision to meet the needs of the current administration of the Plumas County solid waste and recyclable materials collection and disposal program.

SECTION 2.

Chapter 10 of Title 6 of the Plumas County Code of Ordinances, entitled "**Solid Waste Control**", is hereby deleted in its entirety, and is replaced as follows:

ARTICLE 1 – General Provisions

Section 6-10.101 Title and Citation. This chapter shall be known and may be cited as "Plumas County Solid Waste Control."

Section 6-10.102 *Definitions.*

(a) Unless otherwise apparent from the context, for the purposes of this chapter and Franchise Agreement(s) between Solid Waste Collector(s) and the County pertaining to the Collection and Disposal of Solid Waste in Plumas County, certain words and phrases are defined as follows:

- (1) "Abandoned Vehicles", means abandoned, wrecked, dismantled or excess inoperable vehicles as specified in Section 5-8.01 et. seq. of the Plumas County Code of Ordinances. Although abandoned vehicles are defined as Solid Waste pursuant to Section 6-10.102 in this ordinance and in Section 40170 of the California Public Resources Code as currently in force or as hereafter amended, the means of Disposal of abandoned vehicles is specified in Section 5-8.12 of the Code, therefore such Disposal is hereby excluded from this section.
- (2) "Act" means the California Integrated Waste Management Act of 1989 (AB 939), Section 40000, and following, of the California Public Resources Code, as currently in force or as hereafter amended.
- (3) "Administrator" means the Plumas County employee who manages the Solid Waste Agreement(s) and superintends the Solid Waste program. The Director of Public Works of the Department of Public Works is Plumas County's designated Administrator, however the Administrator may appoint, in writing, a Solid Waste manager to assist in the management of the County's Solid Waste program.
- (4) "Agreement" means the current Solid Waste Franchise Agreement, including all attachments, between one or more Solid Waste Franchise Contractor(s) and the County.
- (5) "Approved Disposal Site" means any designated Disposal Site in the State of California or Nevada holding a valid permit to permanently deposit Municipal Solid Waste (see "MSW"), Hazardous Waste, or Infectious Waste in accordance with all Applicable Laws and regulations of the United States and the State of California or the State of Nevada as currently in force or as hereafter amended, and all federal, State and local agencies having lawful jurisdiction.
- (6) "Applicable Law" means all federal, State, and local laws, regulations, rules, orders, judgments, decrees, permits, approvals, or other requirements of any governmental agency having jurisdiction over the Collection, transportation, processing, and Disposal of Solid Waste, Targeted Recyclable Materials and other materials Collected pursuant to this ordinance that are in force on the effective date and as they may be enacted, issued or amended during the term of the Agreement(s).
- (7) "Backyard Collection Service" means the provision of Collection services to a single family dwelling (hereinafter "SFD") in the rear or side Premises.
- (8) "Billing" or "Billings" means statements of charges for services rendered by the Solid Waste Franchise Contractor to Owners or Occupants of property, including Residential and Commercial Premises, for the Collection of Solid Waste, Targeted Recyclable Materials and other materials that are considered to be types of Solid Waste Collected pursuant to the Solid Waste Franchise Agreement(s).
- (9) "Bin" means a metal or other durable Container designed for mechanical emptying with a close-fitting hinged cover and a capacity of approximately one (1) to eight (8) cubic yards, with or without wheels, typically serviced by a front-loading Collection vehicle.

- (10) "Board of Supervisors" means the Board of Supervisors of Plumas County, California.
- (11) "Bulky Items" or "Bulky Waste" means large items including, but not limited to major appliances which have had chlorofluorocarbons (CFCs) and/or mercury switches removed by a certified technician, furniture, tires (with rims removed), carpets, mattresses, and other oversize materials whose large size precludes or complicates their handling by normal Collection or Disposal at a designated Transfer Station. Bulky Items or Bulky Waste does not include abandoned automobiles, large auto parts, or trees.
- (12) "Buy-Back" means the act of redeeming beverage containers with approved CRV markings at a Buy-Back or redemption center. (See "CRV" and "CRV Program")
- (13) "CalRecycle" (formerly known as the California Integrated Waste Management Board) means the department within the State of California primarily responsible for administering the Act.
- (14) "C & D" means Construction and Demolition Debris. See "Construction and Demolition Debris".
- (15) "Can" shall mean a standard 32 to 35 gallon metal or plastic customer-owned trash Container.
- (16) "Cart" means a Contractor-owned plastic Container with a hinged lid and two wheels that is serviced by an automated or semi-automated Collection vehicle. A Cart has capacity of 32, 64, or 96 gallons (or similar volumes).
- (17) "Cell Phones" means all telephones used for mobile or cellular communications, including batteries used to power Cell Phones.
- (18) "CERCLA", also known as "Superfund", means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as currently in force or as hereafter amended.
- (19) "Collect" or "Collection" means to take physical possession, transport, and remove Solid Waste, Targeted Recyclable Materials or other materials pursuant to the Franchise Agreement(s) from the Franchise Contractor's Service Area within Plumas County.
- (20) "Collection Container" means any Container provided by the Customer or Contractor(s) to store and Collect Solid Waste, Targeted Recyclable Materials or any other material targeted for Collection by the Contractor(s) or a Subcontractor of the Contractor(s).
- (21) "Commercial" means a business activity including, but not limited to, retail sales, wholesale sales, services, research and development, government, education, non-profit, hospital, manufacturing, institutional and industrial operations, but excluding businesses conducted upon Residential Property which are permitted under applicable zoning regulations and are not the primary use of the property. Commercial Collection includes service provided to Multi-Family dwelling Customers and County Facilities.
- (22) "Commercial Diversion Level" means the sum of all Commercial Recyclable Materials Collected and diverted by the Contractor(s) divided by the sum of all Commercial materials Collected by the Contractor(s), expressed as a percentage.

(23) “Comingle” means to mix, mingle, or combine Targeted Recyclable Materials in a Collection Container. See “Single-Stream Targeted Recyclable Materials”.

(24) “Compost” means the product resulting from the controlled biological decomposition of Organic Wastes that are Source Separated from the Municipal Solid Waste stream, or which are separated at a centralized Facility. “Compost” includes vegetable, yard, and wood wastes which are not Hazardous Waste pursuant to Section 40110 of the California Public Resources Code as currently in force or as hereafter amended.

(25) “Construction and Demolition Debris” or “C&D” means Solid Waste in an amount exceeding an average of 500 pounds per operating day produced by any Person(s) engaged in the business of building construction, renovation, remodeling, repair, or demolition operations on any Residential, Commercial or other structure or pavement. This Solid Waste shall include, but not be limited to, concrete, rock, brick, concrete block (CMU), framing and finish lumber, insulation, sheathing, sheetrock (gypsum board), lath plaster, plumbing and electrical fixtures and appurtenances, floor covering, cabinets and doors.

(26) “Container” means any receptacle used for storage of Solid Waste, Targeted Recyclable Materials and other materials Collected including, but not limited to, metal or plastic Cans, Carts, Bins, tubs, and Drop Boxes. See “Collection Container”.

(27) “Contractor” means a Solid Waste Franchise Contractor serving a Service Area in Plumas County.

(28) “County” means County of Plumas, a political subdivision of the State of California.

(29) “County Manager” means the Administrator or his designee (see “Administrator”, above),

(30) “CRV” means California Redemption Value, which is a regulatory fee collected by the State from container manufacturers and refunded to consumers at Buy-Back centers upon redemption of food and/or beverage containers sold within the State, and marked with a CRV symbol as having a refund value established by Section 14560 of the California Public Resources Code as currently in force or as hereafter amended.

(31) “CRV Program” means the California Beverage Container Recycling and Litter Reduction Act (Margolin, AB 2020) as currently in force or as hereafter amended, and any program elements established by the County in response thereto. The purpose of the CRV program is to assure that a greater percentage of the beverage containers sold in California are returned for Recycling.

(32) “Curbside” means the location for Collection, where Collection Containers or loose materials are placed on the street or alley against the face of the curb, or, where no curb exists, placed not more than five (5) feet from the outside edge of the street or alley.

(33) “Customer” means the Person receiving Solid Waste Collection services pursuant to the provisions of this chapter, and to whom the Contractor(s) submits Billing invoices for Collection services provided to a Premise, or from whom the Contractor accepts payment for receiving Solid Waste Disposal services at a designated Transfer Station.

- (34) "Designated Transfer Facility" means the various Recycling and Disposal centers within Plumas County, which are owned by the County. See also "Transfer Station" and "Self-Haul").
- (35) "Director" or "Director of Public Works" means the Director of the Plumas County Department of Public Works. See "Administrator".
- (36) "Discarded Material" means Solid Waste and/or Targeted Recyclable Materials placed by a Generator in a Container and/or at a location that is designated for Collection pursuant to this ordinance. Discarded Material shall become the property of the Contractor(s) pursuant to Section 41950 of the California Public Resources Code as currently in force or as hereafter amended, until delivery to the designated transfer and Disposal Facility.
- (37) "Disposal" shall have the meaning as provided in Section 40192 of the California Public Resources Code as currently in force or as hereafter amended, namely "Disposal" or "Solid Waste Disposal," means:
 - (a) Except as provided in subdivisions (b) and (c), "Solid Waste Disposal" or "Disposal" means the final deposition of Solid Wastes onto land, into the atmosphere, or into the waters of the state.
 - (b) Except as provided in the California Public Resources Code Part 2 (commencing with Section 40900), for purposes of Part 2 (commencing with Section 40900), "Disposal" means the management of Solid Waste through landfill Disposal or transformation at a permitted Solid Waste Facility.
 - (c) For purposes of Chapters 16 of the California Public Resources Code (commencing with Section 42800) and 19 (commencing with Section 42950) of Part 3, Part 4 (commencing with Section 43000), Part 5 (commencing with Section 45000), Part 6 (commencing with Section 45030), and Chapter 2 (commencing with Section 47900) of Part 7, "Solid Waste Disposal" or "Disposal" means the final deposition of Solid Wastes onto land.
- (38) "Disposal Facility" or "Facility" means any Facility or location where Disposal of Solid Waste occurs as provided in Section 40121 of the California Public Resources Code as currently in force or as hereafter amended.
- (39) "Disposal Site" or "Site" includes the place, location, tract of land, area, or Premises in use, intended to be used, or which has been used, for the landfill Disposal of Solid Wastes. "Disposal Site" includes Solid Waste landfill, as defined in Section 40195.1 pursuant to Section 40122 of the California Public Resources Code as currently in force or as hereafter amended.
- (40) "Drop Box" means an open-top Container with a typical capacity of ten (10) to fifty (50) cubic yards (CY) that is serviced by a Drop Box or roll-off Collection vehicle.
- (41) "Electronic Waste" or "E-Waste" means "Covered Electronic Wastes" as defined in the Act (Section 42463 of the California Public Resources Code as currently in force or as hereafter amended) in addition to discarded electronic equipment such as, but not limited to, television sets, computer monitors, central processing units (CPUs), laptop computers, and peripherals (e.g., external computer hard drives, computer keyboards, computer mice, and computer printers). E-Waste does not include those items defined herein as Targeted Recyclable Materials.

(42) "Environmental Health" means the Plumas County Department of Environmental Health or the Director of that department.

(43) "Environmental Laws" means all Federal and State statutes and County ordinances concerning public health, safety and the environment including, by way of example and not limitation:

- California Integrated Waste Management Act of 1989 (Sher, AB 939), Section 40000, and following, of the California Public Resources Code;
- the California Hazardous Waste Control Act, California Health and Safety Code Section 25100 and following;
- the California Toxic Substances Control Act, California Health and Safety Code Section 25300 and following;
- the Porter-Cologne Water Quality Control Act, California Water Code Section 13000 and following;
- the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 25249.5 and following;
- the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA) 42 USC Section 9601 and following (better known as the Superfund Act);
- the Resource Conservation and Recovery Act; 42 USC Section 6901 and following;
- the Federal Clean Water Act 33 USC Section 1251 and following;
- the Toxic Substances Control Act 15 USC Section 2601 and following;
- the Occupational Safety and Health Act, 29 USC Section 651 and following,

all as currently in force or as hereafter amended, and all rules and regulations promulgated thereunder.

(44) "Event" includes, but is not limited, to "large Events" as defined in the Act (Section 42648 of the California Public Resources Code as currently in force or as hereafter amended), any Event that serves an average of at least 2,000 attendees and workers per day, and County-sponsored community Events.

(45) "Facility/Facilities" means any plant or Site, owned or leased and maintained, operated or used by the Contractor(s) for purposes of performing the Contractor(s)' obligations under the Agreement(s) e.g., Facilities for parking and maintaining vehicles, administration offices, and customer service offices, etc.).

(46) "Food Waste" means all putrescible waste and animal or vegetable waste or residue produced or accumulated from the preparation, processing, handling or consumption of foodstuff. See "Garbage".

(47) "Franchise" means a system in which the franchisor licenses the Franchisee, for a payment (See "Franchise Fee"), the right to provide services on an exclusive or semi-exclusive basis.

(48) "Franchise Area" shall mean a certain portion of unincorporated Plumas County shown as a Collection area where the Franchisee or permit holder may Collect, transport or use Solid Waste.

(49) "Franchisee" means Contractor.

(50) "Franchise Fee" means the fee(s) paid by Contractor(s) to the County pursuant to the Agreement(s).

(51) "Garbage" means all putrescible waste and animal or vegetable waste or residue produced or accumulated from the preparation, processing, handling or consumption of foodstuff. See "Food Waste".

(52) "Generator" means any Person whose act or process produces Solid Waste or Targeted Recyclable Materials or whose act first causes Solid Waste or Targeted Recyclable Materials to become subject to regulation.

(53) "Green Waste" means a biodegradable waste that can be comprised of landscaping waste from gardens, lawns or parks, including pine needles, leaves, grass clippings, flower or plant cuttings or branches, hedge trimmings or similar plant materials. Green Waste does not include Food Waste, Municipal Solid Waste, Construction and Demolition Debris, wood that is painted with lead-based paint or wood containing wood preservatives. For the purposes of this ordinance, Green Waste shall be divided into the following two categories:

- (i) "Woody Green Waste" is a Green Waste that has a high energy potential and which may be used as a source for conversion into fuel or electricity, i.e. woody debris such as dry pine cones, brush and tree trunks, limbs and branches.
- (ii) "Non-Woody Green Waste" is a Green Waste that has a low energy potential such as pine needles, garden waste, leaves, green pine cones, weeds and grass clippings.

In addition, Green Waste may be characterized in one of the two following terms:

- (iii) "Processed Green Waste" which means Green Waste that has been subjected to chipping, grinding, or other mechanized treatment, or
- (iv) "Unprocessed Green Waste" which means Green Waste that has not been subjected to chipping, grinding, or other mechanized treatment.

(54) "Hazardous Substance" means any of the following:

- (i) Any substances defined, regulated or listed (directly or by reference) as "Hazardous Substances", "Hazardous Materials", "Hazardous Wastes", "Toxic Waste", "Biological Waste", "Medical Waste", "Pollutant" or "Toxic Substances" or similarly identified as hazardous to human health or the environment, in or pursuant to the laws referred to in Chapter 10 of Title 6 of the Plumas County Code of Ordinances, or:

- (aa) the Hazardous Materials Transportation Act, 49 USC Section 1802, and following;
- (ab) California Health and Safety Code Sections 25115-25117, 25249.8, 25281 and 25316;
- (ac) the California Code of Regulations, Title 22, Division 4.5, Chapter 11 and following;
- (ad) the Clean Air Act, 42 USC Section 7901 and following; and
- (ae) the California Water Code Section 13050; or

- (ii) Any amendments, rules or regulations promulgated thereunder to such numerated statutes or acts currently existing or hereafter enacted; and
- (iii) Any other hazardous or Toxic Substance or material such as a chemical, acid, base, oxidizer, paint, stain, adhesive, tar, petroleum distillate, or any waste or Pollutant identified as hazardous or toxic or regulated under any other applicable Federal, State or local Environmental Laws currently existing or hereinafter enacted, including, without limitation, Household Hazardous Waste, friable asbestos, polychlorinated biphenyl's ("PCBs"), petroleum, natural gas and synthetic fuel products, and by-products.

(55) "Hazardous Waste" means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State in the California Health and Safety Code Sections 25110.02, 25115, and 25117 or in any future amendments to or recodifications of such statutes or identified and listed as Hazardous Waste by the US Environmental Protection County (EPA), pursuant to the Federal Resource Conservation and Recovery Act (42 USC Section 6901 and following), all future amendments thereto, and all rules and regulations promulgated thereunder, or defined as Hazardous Waste pursuant to Section 40141 of the California Public Resources Code as currently in force or as hereafter amended.

(56) "Holiday" or "Holidays" means New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

(57) "Holiday Schedule" means the modified service schedule for the days following a Holiday. If a Holiday falls on Monday, Tuesday, Wednesday, Thursday or Friday, the service is provided the immediately following day, unless previously noticed otherwise in a publication of general circulation.

(58) "Household Batteries" means disposable or rechargeable dry cells (e.g., A, AA, AAA, B, C, D, 9-volt, button-type) commonly used as power sources for household or consumer products including, but not limited to, nickel-cadmium, nickel metal hydride, alkaline, mercury, mercuric oxide, silver oxide, zinc oxide, nickel-zinc, nickel iron, lithium, lithium ion, magnesium, manganese, and carbon-zinc batteries, but excluding automotive lead acid batteries.

(59) "Household Hazardous Waste" means Hazardous Waste as defined above, generated at Residential Premises. Household Hazardous Waste does not include those items defined below as Targeted Recyclable Materials.

(60) “Infectious Waste” means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments that are identified in California Health and Safety Code Section 25117.5 as currently in force or as hereafter amended.

(61) “LEA” means the local enforcement agency, as certified by CalRecycle. In Plumas County, the LEA role is filled by a member of the Department of Environmental Health. LEA responsibilities include oversight (inspection) of the operation of Solid Waste Facilities, storage and transportation of Solid Wastes by the Contractor(s).

(62) “Major Appliances” means any device including, but not limited to, washing machines, clothes dryer, hot water heaters, dehumidifiers, conventional ovens, microwave ovens, stoves, refrigerators, freezers, air-conditioners, trash compactors, and Residential furnaces discarded by Customers. Major Appliances are commonly referred to as “White Goods”.

(63) “Materials Recovery Facility” means a permitted Facility where Solid Waste, Targeted Recyclable Materials, and other materials are processed, sorted or separated for the purposes of recovering Reusable Materials or Targeted Recyclable Materials.

(64) “Medical Waste” means waste generated in a health care setting for the care of humans or animals. These include, but are not limited to sharps (such as hypodermic needles), blood products, containers and equipment containing blood as a fluid.

(65) “Multi-Family,” “Multi-Family Dwelling” or “MFD” means an individual Residential Premises in a Multi-Family Residential complex.

(66) “Multi-Family Residential Complex” means the building(s) containing three (3) or more individual Residential Premises.

(67) “Municipal Solid Waste” (MSW), commonly known as trash, Refuse or Garbage, means a broad Waste Type that includes predominantly household waste (domestic waste or Garbage) and organic materials or Rubbish, in either solid or semisolid form. Federal and/or State governments regulate items that are to be excluded from the MSW stream.

(68) “MSW” means Municipal Solid Waste.

(69) “Occupant” means the Person in possession or control of the Premises, such as the lessee, **tenant**, licensee, manager, custodian, or caretaker.

(70) “Operator” means the Person to whom the approval to operate a Disposal Site, Transfer or Processing Station, or Collection system is granted pursuant to Section 40141 of the California Public Resources Code as currently in force or as hereafter amended.

(71) “Organic Waste” means animal or vegetable waste which can be broken down into its base compounds by micro-organisms and other living things.

(72) “Other Recyclable Material” means a subset of Recyclable Materials that are Collected which include, but are not limited to: household batteries, Cell Phones, Used Motor Oil, Used Motor Oil Filters, Bulky Items that are recycled, Major Appliances, E-Waste, and U-Waste. The purpose of differentiating Other Recyclable Material is to describe a category used to calculate the Overall Diversion Level.

(73) "Overage" means the amount of Solid Waste placed in or adjacent to a Collection Container that is in excess of the Container capacity.

(74) "Overall Diversion Level" means the total weight of all Recyclable Materials Collected (diverted from landfill Disposal) by the Contractor(s) divided by the total weight of all materials, including Recyclable Materials, Collected by the Contractor(s) in a calendar year.

(75) "Owner" means the Person having dominion of or title to the Premises.

(76) "Person" includes an individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever pursuant to Section 40170 of the California Public Resources Code as currently in force or as hereafter amended.

(77) "Pharmaceutical Waste" means a waste generated from prescription or over-the-counter human or veterinary drugs.

(78) "Plumas County Integrated Waste Management Task Force" or "PCIWMTF" means an advisory committee appointed by the Plumas County Board of Supervisors to advise them on Solid Waste management matters.

(79) "Plumas County Solid Waste Plan" means, collectively, the documents portraying the procedures by which Solid Waste and Recyclable Materials are Collected, stored, processed and transported in Plumas County and to their ultimate Disposal Sites, which documents include, but are not limited to Chapter 10 of Title 6 of the Plumas County Code of Ordinances, the current Franchise Agreement(s) between Plumas County and its Franchise Contractor(s) and all amendments thereto, and all applicable State and Federal law.

(80) "Premise or Premises" shall mean the following:

- (i) *Residential unit.* A parcel of real property, located in the unincorporated area of the County, upon which is situated any dwelling house or other place of human habitation, including each unit of a multiple occupancy up to and including four (4) separate living units, **which shall be considered to be four (4) residential units.**
- (ii) *Commercial unit.* A parcel of real property upon which is conducted any business, occupation, or activity which results in the production or accumulation of Refuse. Five (5) or more separate living units at one location shall constitute a Commercial enterprise.

(81) "Public Works" means the Solid Waste Division of the Plumas County Department of Public Works or its Director (see "Administrator")

(82) "Qualified Generator" means a Commercial Generator of Solid Waste and/or Targeted Recyclable Materials who generates four (4) cubic yards (CY) of combined Solid Waste and/or Targeted Recyclable Materials, and who is subject to the provisions of the State's Mandatory Commercial Recycling Law, Chapter 476, Statutes of 2011 (Chesbro, AB 341) as currently in force or as hereafter amended.

- (83) “Rates” means the monetary amounts to be charged a Customer by the Contractor(s) for providing Collection of Solid Waste, Recyclable Materials and other materials.
- (84) “Recycle” or “Recycling” means the process of Collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become Solid Waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace pursuant to Section 40180 of the California Public Resources Code. “Recycling” does not include transformation, as defined in Section 40201 of the California Public Resources Code, both as currently in force or as hereafter amended.
- (85) “Refuse” means Solid Waste that has been placed by the Generator in a Contractor-provided or Owner-provided Container for Collection and Disposal. Refuse excludes source-separated Targeted Recyclable Materials and Unpermitted Materials.
- (86) “Recyclable Containers” means food and beverage packaging receptacles including but not limited to packaging that has California redemption value.
- (87) “Recyclable Materials” or “Recyclables” means those Discarded Materials that can be re-used, remanufactured, reconstituted, or recycled. See “Targeted Recyclable Materials”.
- (88) “Residential” means of, from, or pertaining to Single-Family dwellings, and Multi-Family Residential complexes, including Single-Family homes, apartments, condominiums, townhouse complexes, mobile home parks, cooperative apartments, and yacht harbors and marinas where residents live aboard boats.
- (89) “Residential Diversion Level” means the sum of all Residential Recyclable Materials Collected and diverted by the Contractor(s) divided by the sum of all Residential materials Collected by the Contractor(s).
- (90) “Residential Premises” means individual dwelling units such as Single-Family dwelling units, Multi-Family Dwelling units (such as townhouses, apartments, and condominiums), mobile home park dwelling units, cooperative apartments, and dwelling units at yacht harbors and marinas where residents live aboard boats.
- (91) “Residential Property” means property used for Residential purposes.
- (92) “Residential Recyclable Materials” means Targeted Recyclable Materials Collected from both Single-Family dwelling customers and Multi-Family Residential complexes.
- (93) “Rubbish” means non-putrescible waste or discarded or abandoned material, including, but not limited to paper, cardboard, rugs, rags, clothing, straw, wood, crockery, glass, rubber, metal, plastic and construction debris (C&D), and in the context of this section, means Solid Waste that is the subject of Collection services by a Franchise Contractor.
- (94) “Self-Haul” means the act of hauling Solid Waste and/or Recyclable Materials to a Designated Transfer Facility by the Generator of such Solid Waste and/or Recyclable Materials, using their own personnel and equipment.
- (95) “Service Area” means the area within, and, if applicable, outside the County’s jurisdictional boundaries with respect to which the County exercises franchising authority for the Collection of Solid Waste, Targeted Recyclable Materials or other materials pursuant to the Agreement(s).

(96) "Service Day" means a day during which Solid Waste services are provided, Monday through Sunday, excluding Holidays.

(97) "Service Sector" means Collection services for each of the following types of services: Single-Family; Multi-Family; and Commercial facilities.

(98) "Single-Family," "Single-Family Dwelling," or "SFD" means a Premise used as a Residential dwelling and includes each unit of a duplex, at which there are no more than two dwelling units where individual Solid Waste and Targeted Recyclable Materials Collection is provided separately to each dwelling unit.

(99) "Single-Stream Targeted Recyclable Materials" means Targeted Recyclable Materials which have been Commingled by the Generator and placed in a Container for the purposes of Collection.

(100) "Solid Waste" shall have the meaning set forth in Section 40170 of the California Public Resources Code as currently in force or as hereafter amended, namely:

(a) Except as provided in subdivision (b), "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, including Garbage, trash, Refuse, paper, Rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not Hazardous Waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes.

(b) "Solid Waste" does not include any of the following wastes:

(1) Hazardous Waste, as defined in Section 40141 of the California Public Resources Code as currently in force or as hereafter amended.

(2) Radioactive waste regulated pursuant to the Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the Health and Safety Code as currently in force or as hereafter amended).

(3) Medical Waste regulated pursuant to the Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the Health and Safety Code as currently in force or as hereafter amended.). Untreated Medical Waste shall not be disposed of in a Solid Waste landfill, as defined in Section 40195.1 of the California Public Resources Code as currently in force or as hereafter amended. Medical Waste that has been treated and deemed to be Solid Waste shall be regulated pursuant to this division.

(101) "Solid Waste Collector" means a Person, including their agents and employees, who Collects or transports Solid Waste under authority granted by the Board. **See "Franchisee" and "Contractor".**

(102) "Solid Waste Permit" means a permit issued by Plumas County authorizing the Collection and/or transport of a particular waste product for a limited time, for which the Collection and/or transport is not readily available by a Plumas County Franchise Contractor.

(103) "Source Separated" means materials which otherwise would become Solid Waste, but have been segregated by the Generator, such as Targeted Recyclable Materials, for the

purpose of reuse, Recycling, or composting, to be Collected by the Contractor(s) or others.

- (104) “Special Handling Service” means the provision of Collection service to a SFD in the rear or side of the Premises. Customers eligible for this service include only those that submit documentation (e.g., a form signed by a doctor) of their inability to perform the generally applicable Curbside Collection set-out requirements.
- (105) “Specialty Recyclable” or “Reusable Material” means Recyclable Materials that are not Targeted Recyclable Materials but that may be Collected for purposes of Recycling by any Person operating in accordance with Chapter 10 of Article 6 of the Plumas County Code of Ordinances. Such Specialty Recyclable or Reusable Materials include, but are not limited to, scrap metal weighing more than ten (10) pounds, pallets, plastic film, and reusable furniture.
- (106) “Spills of Discarded Materials” means any Solid Waste or Targeted Recyclable Materials spilled or left at established Collection Sites by the Contractor(s) after Collection, other than small particles of grass clippings and leaves of the size and volume which may be left behind that may be Collected by regular street sweeping operations.
- (107) “State” means the State of California, and in the context of Chapter 10 of Article 6 of the Plumas County Code of Ordinances, the California Department of Resources, Recycling and Recovery (See “CalRecycle”).
- (108) “Subcontractor” means a Person who has entered into a contract with the Contractor for the performance of work that is necessary for the Contractor’s fulfillment of their obligations under the Agreement.
- (109) “Subscription Collection Route Area” means that area within the Solid Waste Franchise Contractor’s Franchise Area that Curbside Collection is offered.
- (110) “Targeted Recyclable Materials” means a subset of Recyclable Materials accepted at Plumas County’s Transfer Stations and/or Recycling centers that includes a variety of paper products, metals and empty food and beverage containers, i.e. newspapers (including inserts, coupons, and store advertisements); mixed paper (including office paper, computer paper, magazines, junk mail, catalogs, brown paper bags, paperboard, paper egg cartons, telephone books, books, colored paper, construction paper, envelopes, legal pad backings, shoe boxes, cereal and other similar food boxes); corrugated cardboard; paper milk and juice cartons; glass containers of any color (including brown, blue, clear, and green); aluminum (including food and beverage containers, foil and small pieces of scrap aluminum); small pieces of scrap metal weighing less than ten (10) pounds that fit into the Targeted Recyclable Materials Collection Container (excluding chain, cable, wire, banding, hand tools, and automotive parts); steel, tin or bi-metal containers; plastic containers (i.e., all plastic containers and bags stamped with the Society for the Plastics Industry (SPI) code #1 through #7; and plastic containers and bags that are not stamped but clearly can be identified as PET, HDPE, polypropylene), and all other similar items that are mutually agreed upon by the County and the Contractor(s). For Single-Family and Multi-Family dwellings, Targeted Recyclable Materials also include Used Motor Oil, Used Motor Oil Filters, antifreeze, household batteries, Cell Phones and e-waste such as televisions and other consumer electronics, which are accepted separately from Commingled Recyclables.

Items that will not be accepted at Plumas County's Transfer Stations and/or Recycling centers as Targeted Recyclable Materials include materials that are in bags, boxes or other containers (even if containing Recyclable Materials), microwave trays, mirrors, window or auto glass, light bulbs of any kind, ceramics, porcelain, plastic bags, unnumbered plastic containers that cannot be identified as PET, HDPE or polypropylene, coat hangers, glass cookware or ovenware, household items such as cooking pots or toasters, wet fibers or fibers containing or having been in contact with food debris, any recyclable or piece of a recyclable less than two (2") inches in its largest dimension, or materials that:

- (a) pose a hazard to the public, or
- (b) contain deleterious chemicals or substances or have other hazardous properties that are capable of causing material damage to Solid Waste Collection Containers or equipment, or
- (c) may materially impair the strength or durability of Solid Waste Collection Containers or equipment.

(111) "Tire Amnesty Program" means the periodic tire Collection program funded by CalRecycle and administered by the County.

(112) "Ton" or "Tonnage" means a unit of measure for weight equivalent to 2,000 pounds where each pound contains 16 ounces.

(113) "Transfer Station" shall have the meaning set forth in Section 40200 of the California Public Resources Code as currently in force or as hereafter amended, namely:

- (a) "Transfer or Processing Station" or "Station" includes those Facilities utilized to receive Solid Wastes, temporarily store, separate, convert, or otherwise process the materials in the Solid Wastes, or to transfer the Solid Wastes directly from smaller to larger vehicles for transport, and those Facilities utilized for transformation.
- (b) "Transfer or Processing Station" or "Station" does not include any of the following:
 - (1) A facility whose principal function is to receive, store, separate, convert, or otherwise process in accordance with state minimum standards, manure.
 - (2) A facility whose principal function is to receive, store, convert, or otherwise process wastes which have already been separated for reuse and are not intended for Disposal.
 - (3) The operations Premises of a duly licensed Solid Waste handling Operator who receives, stores, transfers, or otherwise processes wastes as an activity incidental to the conduct of a Refuse Collection and Disposal business in accordance with regulations adopted pursuant to Section 43309 of the California Public Resources Code as currently in force or as hereafter amended.

See also "Designated Transfer Facility" and "Self-Haul")

(114) "Universal Waste," or "U-Waste," means all wastes defined by Title 22, Sections 66273.1through 66273.9 of the California Code of Regulations as currently in force or as hereafter amended. These include, but are not limited to, empty aerosol cans, batteries,

fluorescent light bulbs or lamps, mercury switches or other mercury-containing equipment, and cathode ray tubes and cathode ray tube glass. U-waste does not include those items defined herein as Targeted Recyclable Materials.

- (115) “Unpermitted Materials” mean wastes or other materials that the Designated Transfer Facility is not permitted to receive, including hazardous waste, Infectious Waste and Hazardous Substances.
- (116) “Used Motor Oil” means used motor oil from automobiles and other light duty vehicles intended for personal use which is removed from such vehicles at a Residential Premises and not as a part of a for-profit or other business activity.
- (117) “Used Motor Oil Filter” means a Used Motor Oil Filter from automobiles and other light duty vehicles intended for personal use which is removed from the vehicle at a Residential Premises and not as a part of a for-profit or other business activity.
- (118) “Venue” means a permanent facility that during any year seats or serves an average of more than 2,000 individuals per day of operation. All Persons attending the Event and those working at it, including volunteers, are included in this number.
- (119) “Waste Type” means listings (categories of waste) that are created by Federal and State agencies. For purposes of this ordinance, the Plumas County Solid Waste Plan identifies the following Waste Types:
 - Municipal Solid Waste
 - Tire Waste
 - White Goods
 - Building and Demolition Debris (see “C & D”)
 - Medical Waste
 - e-Waste
 - Household Hazardous Waste
 - Bulky Waste
 - Commercial Waste
 - Pharmaceutical Waste
 - Green Waste
 - Universal Waste
- (120) “Weekly Collection Service” means Collection service that is scheduled in advance on a day or days from Monday through Friday and provided once-per-week on the same day or days each week.
- (121) “White Goods” means “Major Appliances.”

- (b) Additional definitions pertaining to the Act and the Plumas County Solid Waste program are located in Section 40100 of the California Public Resources Code as currently in force or as hereafter amended, and shall be considered as being incorporated herein.

Sec. 6-10.103 Depositing Solid Waste; Littering.

- (a) No Owner or Occupant shall abandon, dump, bury, or otherwise dispose of any Solid Waste or allow any other Person to dispose of Solid Waste upon Premises other than a County-designated ultimate Disposal Site or Transfer Station Site during the Site's business hours; provided, however, that:
 - (1) Building materials may be kept on Premises during a period of active construction, reconstruction, or repair of a building or structure thereon under a valid building permit; and
 - (2) Wood may be kept neatly piled upon Premises for household use; and

- (3) Residential (household) Solid Waste may be composted in a manner approved by the Plumas County Department of Environmental Health.
- (4) Clean Recyclable Materials may be stored on the Premises, provided storage of same does not create odors, attract vectors or cause other nuisance conditions.

(b) No Person shall cause to be thrown, deposited, or abandoned any Solid Waste material on any public property, public right-of-way, watercourse, bank of any watercourse, or on the Premises of any other Person, except at County-designated Disposal Sites or Transfer Stations.

Sec. 6-10.104 Removal of Solid Waste.

- (a) Residential. The Owner or Occupant of an occupied dwelling, house, or residence, excluding Commercial establishments, shall remove, or have a Solid Waste Collector remove, Solid Waste from the Premises at least once each week; except for Solid Waste composted on-site in a manner approved by Plumas County Department of Environmental Health. Environmental Health, by special order, may require more frequent removal in specific circumstances threatening health and safety.
- (b) Commercial.
 - (1) The Owner or Occupant of any Commercial, industrial, or other business establishment conducting a business, occupation or Commercial activity on the Premises shall have a Solid Waste Collector exclusively remove Solid Waste from the Premises at least once each week.
 - (2) A hotel, restaurant, boardinghouse, or other Food Waste or Garbage-producing business shall have the Collector remove such Food Waste or Garbage at least twice each week. Environmental Health, by special order, may require more frequent removal in specific circumstances threatening health and safety. Food Waste or Garbage may be given as animal feed to the Owners or caretakers of animals that can consume such material prior to Collection by a Franchise Contractor.
 - (3) The Owner or Occupant shall deal directly with a Solid Waste Collector for Collection and Disposal arrangements. Unless expressly permitted by the Franchise Contractor, Commercial Customers shall not be permitted to haul Solid Waste generated on the Premises to any Transfer Station or place of ultimate Disposal, excepting those Commercial, industrial or other businesses described in Section 6-10.105(b)(4) or those certain Commercial, industrial or other businesses operating under the authority of a Solid Waste Permit as described in Section 6-10.203.
 - (4) The Owner or Occupant of any Commercial, industrial or other business establishment conducting a business that is not conducted on the Premises of the Owner, particularly those enterprises conducting the business of building construction, remodeling or demolition, shall be authorized to remove such Solid Waste, including C & D generated through the prosecution of such business, occupation or activity to an authorized Disposal Facility within the Franchise Area where such Solid Waste was generated in the County. Construction & Demolition Debris may be stored at the Premises during a period of active construction, reconstruction, repair, remodeling or demolition of a building or buildings that are legally permitted by the Plumas County Department of Planning and Building Services. Removal and Disposal of such Solid Waste must be completed within thirty (30) calendar days from the completion of the work, and such removal and Disposal may be performed by the Owner or the Occupant of the Premises where the

work is taking place, a licensed contractor under contract to prosecute such construction, reconstruction, repair, remodeling or demolition work with their own personnel and equipment, or an authorized Solid Waste Collector. No other Persons are authorized to remove or Dispose of such Solid Waste. Such removal shall be subject to the minimum Recycling or re-use requirements of this section, if any.

Sec. 6-10.105 Special Arrangements for Solid Waste Removal. The Owner or Occupant of any Premises, or two (2) or more such Persons acting jointly, may request the Administrator to approve a plan whereby special arrangements are made for effective and efficient Solid Waste removal. The proposed plan shall include a statement of the expected charges and such other comments as the Solid Waste Collector whose services will be utilized considers appropriate.

Sec. 6-10.106 Transporting Solid Waste.

- (a) Solid Waste hauled anywhere in the County shall be securely tied or covered. No Person shall allow Solid Waste to leak, spill, blow off, or drop from any vehicle at any time.
- (b) No Person shall import Solid Waste into the County or export Solid Waste from the County for the purpose of Disposal without specific authorization from the Administrator or the Plumas County Board of Supervisors.

Sec. 6-10.107 Disposal of Solid Waste.

- (a) Solid Waste generated in Plumas County shall be:
 - (1) Disposed of by the Generator of such Solid Waste only at authorized Solid Waste Transfer Stations, authorized Recycling centers or a County landfill within Plumas County, or
 - (2) Collected for Disposal by an authorized Solid Waste Collector, or
 - (3) Disposed of under the authority of a valid and current Solid Waste Permit, as described in Section 6-10.203.
- (b) The types of Solid Waste that may be disposed of by the methods described in this ordinance include:
 - (1) Municipal Solid Waste (MSW)
 - (2) Targeted Recyclable Materials
 - (3) Green Waste
 - (4) Construction and Demolition debris (C&D)
 - (5) Universal Waste (U-Waste)
 - (6) Electronic Waste (E-waste)

all as defined in Section 6-10.102. Only those types of waste which are eligible for Disposal under this section may be disposed of under a Solid Waste Permit.

(c) The types of Solid Waste that may not be disposed of by either of the methods described in Section 6-10.107(a) include:

- (1) Hazardous Substances or waste of any kind, or
- (2) Medical Waste

all as defined in Section 6-10.102.

Sec. 6-10.108 Containers. No Owner or Occupant shall fail or neglect to provide a sufficient number of standard Containers, waste-wheelers (Carts or totes) or Bins for holding, without leakage or the escape of odors, all Solid Waste produced or accumulated upon any Premises. All Solid Waste shall be deposited in such Containers. Containers shall be at all times kept in useful and sanitary condition. Containers shall at all times be closed against the access of flies, rodents, and other animals. Garbage, Rubbish, and garden Refuse may be deposited in the same Container.

- (a) Privately-owned Containers shall not exceed thirty-three (33) gallons in volume and shall not exceed forty (40) pounds in weight when filled for removal.
- (b) Solid Waste Collector-owned waste-wheelers (Carts or totes) or Bins may be used in lieu of privately-owned Containers, and shall have the capability of being emptied using truck-mounted mechanical assist. Such waste-wheelers (Carts or totes) or Bins shall be of a size approved by the Administrator as being adequate for the particular use or occupancy of the Premises using the waste-wheelers (Carts or totes) or Bins.
- (c) The Owner or Occupant of the Premises at all times shall keep all **Containers, waste-wheelers (Carts or totes) or Bins** closed, in good condition, identified as to ownership, emptied on a regular schedule as described in this chapter, and in compliance with the weight limitations established by the Administrator.
- (d) Owners or Occupants responsible for Containers in areas of Plumas County that have experienced intrusion by scavenging wildlife, particularly bears, shall take all precautions necessary to prevent such intrusion, including, but not limited to:
 - (1) Setting out Containers on the same day as scheduled Collection.
 - (2) Storing Containers inside of structures that are sufficiently secure to keep wildlife from entering.
 - (3) Ensuring that all Containers are completely and securely covered while awaiting Collection.
- (e) Repeated preventable instances of scavenging by wildlife that have been reported to the Plumas County Department of Public Works or the Plumas County Department of Environmental Health shall be administered in the following manner:
 - (1) After the first reported instance, the Owners or Occupants responsible for such Containers shall be contacted by either Public Works or Environmental Health and counseled on the proper storage and setting-out procedures that will alleviate wildlife scavenging.
 - (2) After a second reported instance within a 12 month period of the first report, the Owners or Occupants responsible for such Containers shall be cited for a violation of this

chapter in accordance with Chapter 8 of Title 1 of the Plumas County Code of Ordinances.

- (3) Any subsequent instance reported within a 12 month period of the second report may result in the installation of “bear-proof” Containers at the Customer’s expense.

Sec. 6-10.109 Prohibited Locations of Containers. Solid Waste Containers or garden Refuse bundles shall not be placed or allowed to remain in or on any street or alley right-of-way or in any unsightly location.

Sec. 6-10.110 Containers and Bins: Inspections and Tagging for Violations. The Administrator, or their agents, at their discretion and at any time, may inspect, or cause to be inspected, Solid Waste Containers or Bins. The determination of the Administrator of the condition of such Containers and Bins shall be final, and violations shall be tagged.

Sec. 6-10.111 Beneficial Use of Solid Waste. Notwithstanding the provisions of this chapter, non-hazardous Solid Waste may be used for soil improvement, Recycling, or other beneficial purposes provided such use complies with this chapter and all other laws.

Sec. 6-10.112 Recycling: Residential & Small Business, Commercial, Public Venues & Events. Most Recycling in the unincorporated portion of Plumas County falls within one of the following four (4) classifications, and shall be dealt with as follows:

- (a) Residential and Small Businesses. Residential Premises and small businesses (defined herein as a business with ten employees (or full-time equivalents) or less) may Self-Haul source-separated or Commingled Recyclables to a Transfer Station or other authorized Collection center that accepts Recyclable Materials.
- (b) Commercial.
 - (1) Commercial Recycling shall be mandatory for businesses, schools and other public entities, “Qualified Generators” as defined in Section 6-10.102(a)(82), generating four (4) cubic yards or more of Solid Waste per week in any week or weeks of the year, and for Multi-Family Residential complexes or buildings of five living units or more, regardless of the amount of Solid Waste generated, in accordance with the State’s Mandatory Commercial Recycling Law AB 341 (Chesbro), Chapter 476, Statutes of 2011, as stated in the California Public Resources Code. Recyclable Materials shall be placed in dedicated Bin(s) or Container(s) clearly marked “Recycling” for Collection.
 - (2) Qualified Generators may also Self-Haul their Recyclables to a Transfer Station in Plumas County, where a receipt shall be issued therefor that will constitute proof of compliance with the California Mandatory Commercial Recycling Law.
 - (3) Each Qualified Generator shall be responsible for ensuring and demonstrating their compliance with the requirements of this section. Each Qualified Generator shall:
 - (i) Source separate Recyclable Materials from Solid Waste, and
 - (aa) Subscribe to a basic Recycling Collection service with a Solid Waste Franchise Contractor, or
 - (ab) Complete and retain on-site a Self-Hauling form certifying that all Self-Hauling activities will be completed in accordance with this section or

other Applicable Law or regulation, a copy of which shall be available to the Administrator upon request.

- (ii) Use Containers to Collect and store Recyclable Materials and shall designate areas to Collect and/or store Recyclable Materials.
- (iii) Prominently post and maintain one or more signs in maintenance or work areas, or common areas where Recyclable Materials are Collected and/or stored that:
 - (aa) Specify the materials to be source-separated
 - (ab) Delineate Collection procedures
 - (ac) Prohibit scavenging for such materials.
- (iv) Notify and instruct employees in writing of applicable source-separation requirements, including outreach and training on what materials are required to be source-separated and how to source-separate such material. A copy of such instruction or training materials shall be provided to the Administrator or their designee upon request.
- (v) Place all Recyclable Materials in covered Containers or in a covered area conforming to the following requirements:
 - (aa) No Container shall be overloaded beyond its capacity.
 - (ab) The Containers used for the Collection and storage of Recyclable Materials generated on their Premises shall be maintained in a clean and sanitary condition.
 - (ac) No material or Containers shall be kept or handled in such a manner as to become a nuisance.
 - (ad) No putrescible materials shall be Commingled with the Recyclables.
 - (ae) No Recyclable Materials shall be allowed to become odoriferous or a producer of vermin.
 - (af) Lids on Containers shall remain closed at all times while stored or placed for Collection.
 - (ag) Unwaxed cardboard need not be placed in a Container, but must be flattened and stacked, unless the volume of such flattened material ordinarily exceeds 27 cubic feet (1 cubic yard) on a bi-weekly basis.
 - (ah) The Administrator is specifically authorized to promulgate rules and regulations regarding the use of any and all Recyclable Materials Containers, including the Recyclable Materials to be placed therein, the placement and maximum weight of high-density materials for Collection, and the proper use of said Containers.
- (vi) Ensure that Recyclable Materials generated at their Site will be taken only to a Recycling or composting Facility, or make other arrangements to make sure that

the materials are recycled or composted, and not delivered to a Transfer Station or landfill for Disposal. They shall not dispose of, or make arrangements to dispose of Recyclable Materials by placement in a Transfer Station or landfill except in an emergency situation, or when no viable markets or Recycling Facilities are available, as determine by the Administrator. Further, all qualified Generators are hereby encouraged to consider the Recycling of additional materials, whether or not they have been designated by the Administrator if, under the terms of the Franchise Agreement, such materials are accepted by the Franchise Contractor as Recyclable Materials.

(vii) Make the Recycling service Agreement and any other Recycling documents available for inspection by the Administrator or designee at the principle location of the Qualified Generator's business, Commercial facility, special Event, Multi-Family housing unit or non-Residential Property during normal business hours.

(4) No Franchise Contractor shall be held liable for the failure of its Customers to comply with such regulations, unless such liability is specified in the Franchise Agreement between the Contractor and the County.

(5) Subject to approval by the Administrator and the PCIWMTF, the following shall be exempt from the requirements of this section:

(i) The State of California, a special district or other local public agency other than the County of Plumas, as defined, or any employee thereof, when Collecting or transporting Recyclable Materials produced by an operation or system of a Franchise Contractor who is under contract with the County of Plumas.

(ii) Municipal corporations and governmental agencies other than the County of Plumas using their own vehicles, and employees engaged in the Collection, transportation or Disposal of Recyclable Materials within the boundaries of the Franchise Service Areas in Plumas County.

(iii) A Generator shall not be deemed a Qualified Generator unless they meet the following requirements:

(aa) They must operate a Multi-Family Residential facility of five (5) units or more, using common Collection Container(s) within a Plumas County Franchise Service Area, or

(ab) They must operate a Commercial business or institutional facility generating four (4) cubic yards (CY) or more of Solid Waste per week within a Plumas County Franchise Service Area.

(iv) An otherwise Qualified Generator can demonstrate that there is no Collection service available or other system available.

(v) An otherwise Qualified Generator can demonstrate that there are no recyclable materials being generated by any activities in the Generator's business.

(vi) An otherwise Qualified Generator can demonstrate that there is no space available on the Premises for Recyclable Materials Containers.

(vii) An otherwise Qualified Generator can demonstrate that there is no viable market or that there are no Recycling Facilities for the Recyclable Material generated at their place of business, public facility or Multi-Family Residential housing complex.

In order to receive an exemption based upon the foregoing subsections (i) through (vii), the Generator must file an application with the Plumas County Department of Public Works on a form prescribed by the Administrator. After reviewing the exemption request, and after an on-site review, the Administrator shall either approve or disapprove the exemption.

(c) Public Venues. Parks, sidewalks, public parking lots and other such public gathering places shall have an equal number of waste and dedicated Recycling receptacles in sufficient quantity and in good operating condition. Agencies responsible for the administration and maintenance of such public Venues shall ensure that Solid Waste and Recyclable Materials removal is done in a timely fashion.

(d) Events.

(1) The responsible party for Events held in Plumas County that will have an anticipated total attendance greater than two thousand (2,000) Persons, including all employees, volunteers, contractors, customers and attendees of the event where Solid Waste and/or Recyclable Materials will be generated, either indoors or outdoors, shall complete and submit a "Plumas County Event Waste & Recycling Plan" no later than thirty (30) working days prior to the first day of the Event. This plan shall provide, at a minimum:

- (i) The name, type of Event, dates and location(s) of the Event,
- (ii) The sponsor and responsible party for the Event, along with their mailing addresses, telephone numbers and any other contact information available,
- (iii) The expected number of employees, volunteers, contractors, customers and attendees of the Event,
- (iv) The Disposal destination for Solid Waste and Recyclable Materials generated at the Event,
- (v) The number and size of Solid Waste and Recyclable Materials Disposal Containers to be used at the Event, and
- (vi) The estimated types and volumes (in cubic yards) of the Recyclable Materials expected to be generated at the Event.

(2) The plan shall be filed with the Plumas County Department of Public Works or with the Owner of such indoor or outdoor Venue(s), who shall forward a copy of the plan to the Plumas County Department of Public Works, together with proof of contract with an approved waste hauler for the Event, if required. No permit(s) or contract(s) shall be issued for the occurrence of indoor or outdoor Events on public or private property until the plan has been reviewed and approved.

(3) Owners of public and private Venues where Events are to be held in the County shall cooperate with Event organizers to ensure that sufficient numbers of waste and dedicated Recycling receptacles in good operating condition are available for Events. The number

of Recyclable Materials Containers shall equal or exceed the number of Solid Waste receptacles. Recyclable Materials Containers and Solid Waste receptacles shall be paired together, or placed as close together as possible. The Disposal of waste and Recyclables generated at such Events shall be done in a timely fashion.

- (4) All of the receptacles must have appropriate signage and be color coded to identify the type of Refuse to be deposited within, and meet any other additional design criteria established by the Administrator.
- (5) The Event coordinator must provide at least one separate Container for Recyclables and trash for use by customers and visitors. Multiple food vendors that provide disposable food service ware and share a common eating area may share an appropriate number of Containers for Recyclables and trash for convenient use by customers and visitors, or have common access to such Containers, which shall be located within a reasonable proximity to the vendors.
- (6) The types of receptacles for Recyclable Materials shall include, at a minimum, receptacles for glass bottles and jars (or glass and plastic), cans, and Cmingled Recyclables, which shall include plastic containers, glass bottles and jars, clean paper, non-waxed cardboard and metals.
- (7) The responsible Person shall ensure that the Recyclable Materials deposited into the Recycling receptacles are Self-Hauled to a Recycling Facility or picked up for transport by a Franchise Contractor within seven (7) calendar days.

Sec. 6-10.113 *Recycling Services.* The Recycling services provided by the Franchise Contractor to Qualified Generators shall include, at a minimum, all of the following:

- (a) Collection of Recyclable Materials at a minimum of two (2) times each month, or more as specified in the Franchise contract.
- (b) Collection of Recyclables as identified in the Franchise Agreement.
- (c) Utilization of Recycling Containers which comply with Franchise contract standards.
- (d) Appropriate signage on all Recycling Containers which allows Customers to clearly and easily identify which Containers to use for Recyclables or trash and be color-coded (blue or a contrasting color from trash for Recyclables, green or any other single color for trash).
- (e) Occupant Education: For Multi-Family facilities, the manager or other responsible party shall provide Occupants with the following information about Recycling and Recycling services:
 - (1) Information and instructions upon occupancy, including the types of Recyclable Materials accepted, the location of Recycling Containers and the Occupant's responsibility to Recycle pursuant to this chapter. This information shall be distributed to all Occupants annually.
 - (2) Updated information and instructions upon any change in the Recycling service.
- (f) The Occupant education program required by this section shall be subject to review and approval by the Plumas County Integrated Waste Management Task Force (PCIWMTF) within ninety (90) days of the effective date of this ordinance and every three (3) years thereafter. Any dispute that cannot be resolved by the Administrator or the PCIWMTF regarding the

requirements of this section shall be heard and resolved by the Plumas County Board of Supervisors.

(g) Franchise Contractors shall not take a Qualified Generator's Recyclable Materials to a Transfer Station or landfill for Disposal. Such materials shall be taken to a Recycling Facility. Franchise Contractors shall maintain a copy of a service Agreement and/or receipts documenting that Recyclable Materials generated by the Qualified Generator have been properly delivered, as well as any documentation evidencing an event of *force majeure* which prevented the proper delivery of same. Such documents shall be available for inspection by the Administrator at the principle place of business during normal business hours and maintained for not less than three (3) years.

Sec. 6-10.114 *Redemption or “Buy-Back” Recycling Services.* Plumas County and its Solid Waste Franchise Contractor(s) recognize that the provision of Buy-Back Recycling of beverage containers marked with the appropriate California redemption value (CRV) symbol is an important part of Plumas County's Solid Waste Plan. The parties are also aware that other Recycling contractors have, from time to time, established Buy-Back Facilities in Plumas County in accordance with the California Beverage Container and Litter Reduction Act as described in Section 14500, and following, of the California Public Resources Code upon certification by the State, but without the need to acquire a Franchise Agreement or operating permit with Plumas County. Plumas County, on its sole and absolute discretion, may establish a requirement that Plumas County's Solid Waste Franchise Contractor(s) provide such redemption services for Customers who Self-Haul their CRV Recyclable Materials to a redemption Facility at, or adjacent to a County-owned Transfer Station operated by the Franchise Contractor(s) within their Service Area at a location within 10 miles (by public road or highway) of the following population centers of Plumas County, when such redemption Facilities are not offered by other Recycling contractors:

- (a) Chester - Lake Almanor Basin
- (b) Greenville - Indian Valley
- (c) Quincy – American Valley
- (d) Graeagle – Mohawk Valley
- (e) Portola – Delleker

When Buy-Back services are provided by Plumas County's Franchise Contractor(s), such services shall become a part of the Franchise Contractor(s) ordinary Recycling services and shall be subject to the applicable requirements described in Section 14500 of the California Public Resources Code as currently in force or as hereafter amended.

Sec. 6-10.115 *Interfering with Collection.* No Person by any means shall hinder, obstruct or interfere with the removal or transportation of Solid Waste or Recyclable Materials by a Solid Waste Collector.

Sec. 6-10.116 *Ownership/Scavenging of Solid Waste.* All Solid Waste and Recyclable Materials placed in any Container or receptacle provided or serviced by a Franchise Contractor sufficient to accommodate the quantity and types of materials generated by public Venues, Events, businesses, Single-Family housing, Multi-Family housing facility or other qualifying non-Residential facility shall be considered to be owned by and be the property and the responsibility of the Franchise Contractor until such time as the Solid Waste or Recyclable Material has been disposed of at a place of ultimate Disposal or sold as a commodity. No Person shall scavenge, remove or Collect Solid Waste or Recyclable Materials from such Containers or receptacles without the expressed permission of the Franchise Contractor.

Sec. 6-10.117 *Animal waste.*

- (a) No Person who owns or controls land shall allow any animal waste, including manure, urine, and defecations, to accumulate on the land and cause a public or private nuisance or a danger to public health, such as fly-breeding conditions and offensive odors.
- (b) Any Person owning or controlling land upon which animals are confined in pens, kennels, stalls, fenced Residential back yards, or other small areas shall remove animal waste and dispose of it in an approved manner at least three (3) times each week, or more frequently if so ordered by the Plumas County Department of Environmental Health.

Sec. 6-10.118 *Hazardous Materials.* No Person shall deposit in any Container used for Solid Waste any explosive, highly flammable, radioactive, toxic, or other **Hazardous Waste or Hazardous Substance** as defined in Section 6-10.102. No Person shall deposit any Hazardous Material in a Solid Waste Container, Transfer Station, or Disposal Site, without having first made special arrangements with the Plumas County Department of Environmental Health, the Solid Waste Collector, and the Site Operator for Disposal of the material.

Article 2 - Regulation of Solid Waste Collectors

Sec. 6-10.201 *Franchises or Permits Required.* No Person shall Collect, transport, use, or dispose of Solid Waste in the unincorporated area of the County unless that Person is the Generator of such Solid Waste without first receiving a Franchise or permit to engage in such activity. The provisions of this chapter shall not apply to any Person authorized to transport Solid Waste as set forth in **Section 6-10.104**.

Sec. 6-10.202 *Granting Solid Waste Franchises.*

- (a) Solid Waste Franchises shall be granted by the Board on the authority of **Section 40059** of the **California Public Resources Code** as currently in force or as hereafter amended, providing that the Board may grant exclusive Solid Waste Franchises, with or without competitive bidding, under such terms and conditions as are prescribed by resolution or ordinance of the Board.
- (b) Within its Franchise Area, a Franchisee shall have the exclusive right to make all Collections which any Owner or Occupant may require pursuant to the provisions of this **chapter**, subject to **Solid Waste Permit(s)** granted pursuant to Section 6-10.203.
- (c) The Franchisee shall dispose of all Collected Solid Waste at a County-designated ultimate Disposal Site; provided, however, the franchisee may request, and the **Plumas County Department of Public Works** may issue a permit for the **beneficial** use of such Solid Waste as provided in Section 6-10.111 of this **ordinance**, upon approval by the **LEA**.

Sec. 6-10.203 *Granting Solid Waste Permits.*

- (a) Upon an application, and except as provided in **Section 6-10.106**, the Board may grant a **Solid Waste** Permit to Collect, transport, or use Solid Waste whenever the Board finds that the granting of such permit promotes the public health, safety, and welfare, **and that the type(s) of Solid Waste to be Collected, transported or used are not included in the Waste Types that are ordinarily Collected, transported or used by an authorized Solid Waste Collector in Plumas County.**
- (b) Such permits may be granted for any period not to exceed **five (5)** years. Such permits may be renewed upon expiration for a similar term provided the Board finds that the permit holder is

capable of continuing operation in conformity with the provisions of this chapter and the rules and regulations of the Plumas County Department of Environmental Health.

- (c) Every Solid Waste Permit granted by the Board shall be subject to the provisions of Chapter 10 of Title 6 of the Plumas County Code of Ordinances and the rules and regulations of the Board. The permit shall state:
 - (1) The name and address of the Person to whom the permit is issued;
 - (2) The activity authorized;
 - (3) The term for which the permit is granted; and
 - (4) Such other conditions as the Board may provide.
- (d) Solid Waste Permits granted pursuant to this section shall be for special or limited uses and shall not be intended for Collection, hauling, or Disposal in competition with Solid Waste franchises.

Sec. 6-10.204 *Granting Recycling Center Permits.*

- (a) Upon an application, the Board may grant a Recycling Center Permit to Collect, transport, or use Recyclable Materials, including CRV containers, whenever the Board finds that the granting of such permit promotes the public health, safety, and welfare.
- (b) Such permits may be granted for any period not to exceed five (5) years. Such permits may be renewed upon expiration for a similar term provided the Board finds that the permit holder is capable of continuing operation in conformance with the provisions of this chapter and the rules and regulations of the Plumas County Department of Environmental Health.
- (c) Every Recycling Center Permit granted by the Board shall be subject to the provisions of Chapter 10 of Title 6 of the Plumas County Code of Ordinances and the rules and regulations of the Board. The permit shall state:
 - (1) The name and address of the Person to whom the permit is issued;
 - (2) The activity authorized;
 - (3) The term for which the permit is granted; and
 - (4) Such other conditions as the Board may provide.

Sec. 6-10.205 *Permits: Applications, Fees.*

- (a) Applicants for a Solid Waste Permit or for the renewal of such a permit to Collect, transport, or use Solid Waste shall file with the Plumas County Department of Public Works a verified and signed application in writing which shall give the following information:
 - (1) The name and description of the applicant;
 - (2) The permanent home and business address and full local address of the applicant;
 - (3) The trade and firm name;

- (4) If a joint venture, a partnership, or limited partnership, the names of all partners, their percentage of participation, and their permanent addresses. If a corporation, the names and permanent addresses of all the stockholders and the officers and the percentage of participation of each. If a limited liability company (LLC), the names of all of the members, their percentages of participation and their permanent addresses;
- (5) A detailed explanation of the manner in which the applicant will conduct the activity for which the permit is requested;
- (6) The applicant's arrangements for the Disposal of all Collected Solid Waste at a County-designated Disposal Site; and
- (7) Facts showing that the applicant:
 - (i) Is able to provide efficient and reliable service;
 - (ii) Owns or controls sufficient vehicles and equipment, and that such vehicles and equipment conform to all applicable provisions of local, State, and Federal laws;
 - (iii) Shows that there is a need for a permit to be issued; and
 - (iv) Shows such other facts or information as **Public Works** may require.

The Solid Waste Permit fee shall be as listed in the Plumas County Master Fee Schedule, and shall be payable to Public Works on the yearly anniversary of the issuance of the permit.

- (b) Applicants for a Recycling Center Permit or for the renewal of such a permit to Collect, transport, or use Recyclable Materials shall file with the Plumas County Department of Public Works a verified and signed application in writing which shall give the following information:
 - (1) The name and description of the applicant;
 - (2) The permanent home and business address and full local address of the applicant;
 - (3) The trade and firm name;
 - (4) If a joint venture, a partnership, or limited partnership, the names of all partners, their percentage of participation, and their permanent addresses. If a corporation, the names and permanent addresses of all the stockholders and the officers and the percentage of participation of each. If a limited liability company (LLC), the names of all of the members, their percentages of participation and their permanent addresses;
 - (5) A detailed explanation of the manner in which the applicant will conduct the activity for which the permit is requested;
 - (6) The applicant's arrangements for the Disposal of all Collected Recyclable Materials; and
 - (7) Facts showing that the applicant:
 - (i) Is able to provide efficient and reliable service;
 - (ii) Owns or controls sufficient vehicles and equipment, and that such vehicles and equipment conform to all applicable provisions of local, State, and Federal laws;

- (iii) Shows that there is a need for a permit to be issued; and
- (iv) Shows such other facts or information as Public Works may require.

The Recycling Center Permit fee shall be as listed in the Plumas County Master Fee Schedule, and shall be payable to Public Works on the yearly anniversary of the issuance of the permit.

Sec. 6-10.206 Collection Areas Assigned. The Board of Supervisors, by resolution, may establish Solid Waste Collection areas (Franchise Areas) in the unincorporated area of the County, **excluding therefrom those areas served by a Franchise Contractor within a separate Solid Waste Collection jurisdiction.** The Board shall specify in all Franchises or permits the Service Area within which the Franchise Agreement or permit holder may Collect, transport, or use Solid Waste within the County. No Franchise or permit holder at any time shall Collect, transport, or use Solid Waste in the County outside the limits of the area fixed in the Franchise or permit, except as specified by the Board. The area specified in any Franchise or permit may be modified at any time upon Agreement by the Franchisee or permit holder and the Administrator should the Board find such modification necessary for the efficient administration of this chapter and to best serve the public interest.

Sec. 6-10.207 All Requests for Service to be Met. A Franchisee shall provide Solid Waste removal service to all Premises situated within their Subscription Collection Route Area as specified in their Franchise Agreement, upon a request for such service by a qualified Owner or Occupant. A Franchisee shall not be required to Collect oversize, overweight, or unsafe Containers, or Containers at Premises located outside of their Subscription Collection Route Area. A Franchisee shall not be required to continue to provide Solid Waste removal service if the Owner or Occupant has failed to pay the charges for such service for a period of **forty-five (45)** days. Prior to terminating service for the nonpayment of charges, the Franchisee, at least fifteen (15) days prior to such termination, shall provide written notice of intention to terminate, a copy of which shall be given to the **Administrator**.

Sec. 6-10.208 Fee Schedule for Collection, Transfer, and Related Services.

- (a) All fees shall be collected by the franchisee(s) on a fair and equitable basis.
- (b) No franchisee shall charge a fee greater than the fee approved by the Board of Supervisors by resolution.
- (c) Any Customer who **believes that they have been** required to pay an unfair or unreasonable charge for any service may file a written complaint with the **Administrator** setting forth the facts of such alleged overcharge. The **Administrator** shall notify the Franchisee, investigate the complaint, and determine the appropriate charge. The **Administrator's** determination shall be final, unless it is appealed as provided in Section 6-10.408.

Sec. 6-10.209 Franchise Agreements. The respective duties and responsibilities of the Franchisee(s) and the County shall be further specified in a Franchise Agreement which is consistent with this chapter.

Article 3 – Disposal Sites Within Plumas County

Sec. 6-10.301 Permits; Operation. It shall be unlawful for any Person to operate a Solid Waste Disposal Site in the unincorporated area of the County without a permit to do so having been issued by **the State.** No permit(s) to operate a Solid Waste Disposal Site may be issued by a County department for any location within Plumas County. Such permit(s) may only be issued by the State after approval by the **LEA.**

Article 4 - Enforcement and Procedural Provisions

Sec. 6-10.401 *Clearing of Solid Waste from Private Property.* The Plumas County Department of Environmental Health is authorized to require the Owner of any private property within the County to remove and properly dispose of Solid Waste which constitutes a threat to health and safety or a **public nuisance**. Environmental Health is authorized to enforce the provisions of this chapter.

Sec. 6-10.402 *Right of Entry.* An officer from the Plumas County Department of Environmental Health, a Code Enforcement officer from the Plumas County Department of Planning and Building, a County, State or Federal peace officer or other designated agents are authorized to enter private property at any reasonable time to inspect such property and to perform any duty imposed upon him **or her** by the provisions of this chapter provided **he or she** shall first present proper credentials to the Occupant and request entry, explaining **his or her** purpose. Notwithstanding the foregoing, if the authorized **agent** has reasonable cause to believe that there is an accumulation of Solid Waste or other unsanitary condition prohibited by this chapter on the Premises which could be seriously detrimental to the public health or safety, **he or she** shall have the right immediately to enter and inspect such property and to use any reasonable means required to effect such entry and make such inspection, whether such property shall be occupied or unoccupied and whether or not permission to inspect has been obtained.

Sec. 6-10.403 *Suspension or Revocation of Franchises and Permits.*

- (a) Any Franchise granted pursuant to the provisions of this chapter may be suspended or revoked by the Board upon prior notice and a hearing. **In order to suspend or revoke such Franchise, the Board must** find that the Franchisee has failed to comply with one or more of the terms of such Franchise Agreement or this chapter, or has failed to render satisfactory Collection services **and that grounds exist within the Franchise Agreement for such suspension and/or revocation.**
- (b) The **Administrator**, upon prior notice and a hearing, may suspend or revoke any **Solid Waste or Recycling Permit** other than the Franchise described in 6-10.403(a) of this Article, granted pursuant to the provisions of this chapter or the applicable rules or regulations of the **Plumas County Department of Public Works**. **Inactivity of a Solid Waste or Recycling Permit** for a period in excess of thirty (30) days shall be good cause for revocation. Action to revoke or suspend a **Solid Waste or Recycling Permit** may be taken by the **Administrator** only after ten (10) days' advance written notice to the permittee of the cause and the permittee's right to a hearing thereon within the ten (10) days.
- (c) Notwithstanding the provisions of subsections (a) and (b) of this section, the **Plumas County Department of Environmental Health** may suspend or impose special conditions upon a Franchise Contractor, Solid Waste or Recycling Permit holder without prior notice whenever such action is immediately necessary to protect the public health and safety. **In the case of the Franchise Contractor, however, such actions must be consistent with the terms of the Franchise Agreement.**

Sec. 6-10.404 *Responsibility of the Environmental Health Department.* The administration and enforcement of **the health and safety requirements** of this chapter shall be the responsibility of the **Plumas County Department of Environmental Health**.

Sec. 6-10.405 *Responsibility of the Public Works Department.* The administration and enforcement of the operational and permitting requirements of this chapter shall be the responsibility of the **Plumas County Department of Public Works**.

Sec. 6-10.406 *Responsibility of the Franchise Contractor(s).* The timely and efficient Collection and Disposal of Solid Waste and Recyclable Materials within unincorporated Plumas County as specified in

the Plumas County Solid Waste Plan and in accordance with the terms and conditions of the current Franchise Agreement(s) shall be the responsibility of the Franchise Contractor(s).

Sec. 6-10.407 *Service of Notices.* All notices required or given pursuant to this chapter shall be deemed properly served five (5) days after deposit of certified mail with return receipt, postage prepaid, in the United States mail, addressed to the Owner at the address provided or to a Franchise or permit holder at their local office. Notices to the County shall be addressed to the Plumas County Department of Environmental Health, 270 County Hospital Road, #127, Quincy, California 95971, and the Plumas County Department of Public Works, 1834 East Main Street, Quincy, CA 95971.

Sec. 6-10.408 *Administrative Remedies.* Any Person aggrieved by any decision or action resulting from the application of the provisions of this chapter may appeal to the Board. Such appeals shall be in writing and shall be received by the Clerk of the Board not more than fifteen (15) days after such decision or action. The Board shall delegate the hearing of such appeals to the Board-appointed Plumas County Integrated Waste Management Task Force (PCIWMTF) which shall promptly schedule and conduct a hearing and render a finding of facts and recommended decision to the Board. Thereafter, the Board shall make a final and binding decision on the matter, at which time administrative remedies shall be deemed exhausted.

Sec. 6-10.409 *Supplemental Regulations.* The Board may establish, by resolution, regulations for the administration and implementation of this chapter. A copy of the regulations established by resolution of the Board shall be filed with the Clerk of the Board and with the Plumas County Department of Public Works and the Plumas County Department of Environmental Health.

Sec. 6-10.410 *Enforcement.* The provisions of this chapter shall be enforced by any peace officer as defined in Chapter 4.5, Title 3 of Part 2 of the California Penal Code, by the Plumas County Code Enforcement Officer, and by employees of the Plumas County Department of Environmental Health as designated by the Director of Environmental Health. Such designated employees are authorized to make arrests and/or issue citations for violations of the health and safety regulations of this chapter.

Sec. 6-10.411 *Violations; Penalties.* A violation of any provision of this chapter is punishable as set forth in Chapters 2, 5 and 8 of Title 1 of the Plumas County Code of Ordinances.

SECTION 3.

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 2 of this ordinance shall be codified, and the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the _____ day of _____, 2017, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT: _____

Attest:

Chair, Board of Supervisors

Nancy DaForno
Clerk of the Board of Supervisors

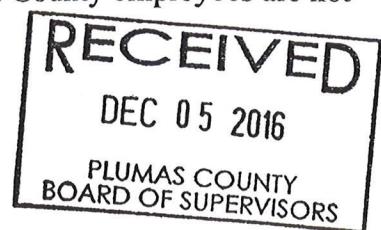
CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

7c

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

MAIL TO:

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



CLAIMANT INFORMATION

1. Name of Claimant: Jasey Kruger
2. Date of Birth: 8-15-86 3. Gender (circle one): Male Female
4. Mailing Address of Claimant:
746 Grand Teton Way Chico CA 95973
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
Same as address above
Address City State Zip
6. Telephone Number of Claimant: (530) 514-3898

INFORMATION ABOUT CLAIM

7. Incident Date: Month November Day 17th Year 2016
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
Mangrove Avenue, Chico CA, between 5th and 7th, in front of Chico Diner
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
Separate form attached with description, and an image of lane configuration. (3 pages total)
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
Bumper on front of car ripped off, Left head light cracked open, temperature gauge and remote censor broken

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ 3950 79/100 rough estimate for Auto Collision Shop
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: YES NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Annie Renteri

CLAIMS INVOLVING MOTOR VEHICLES

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

<u>4SURANCE</u>	<u>1-800-378-7262</u>	<u>1-916-626-</u>	<u>3536</u>	
Name	Telephone Number	City	State	Zip
<u>PO Box 2890</u>	<u>Rocklin</u>	<u>CA</u>	<u>95677</u>	
Address				

16. Policy Number: PACA - 004134300
17. Are you the registered owner: YES NO
18. Amount of deductible: \$ 500.00
19. Make: Hyundai Model: Elantra Year: 2014

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

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

Jasey Kruger
Signature
Printed Name of Person Completing Claim

11-21-16
Date

Attached Separate Form:

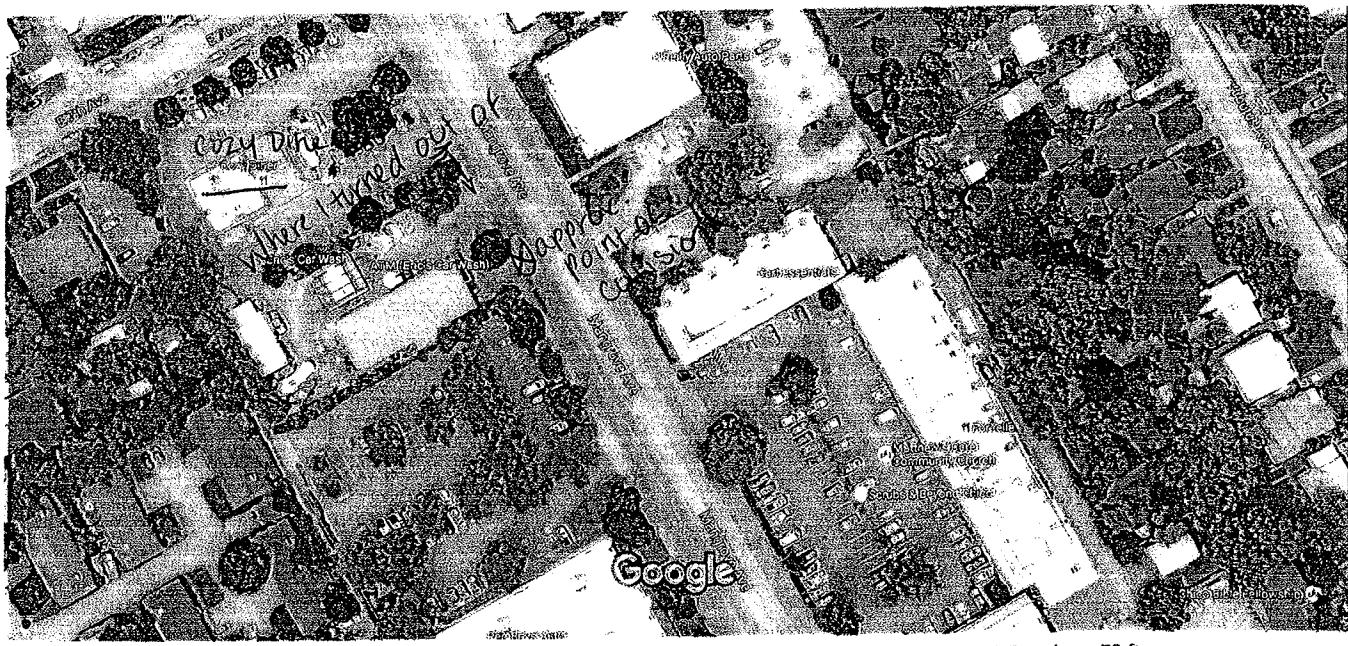
"Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on separate page). "

On November 17th, 2016 at approximately 8:00 am, I was pulling out of Cozy Diner on Mangrove Ave. in Chico, turning right, into the right hand lane. Mangrove Ave. is a four lane road with two lanes going South and two lanes going North with my intention being to turn South into the right lane. At the time I turned, the lane was free and clear of any vehicles, I had my blinker on to indicate my turn, and there was no car merging into the right lane. I turned into the right lane and after turning into the right lane, my car fully in the lane and accelerating up to the 35 mph speed limit, the vehicle owned by Plumas County that was involved in this accident merged into the right lane, hitting the front drivers side of my car with the rear passenger side of their car.

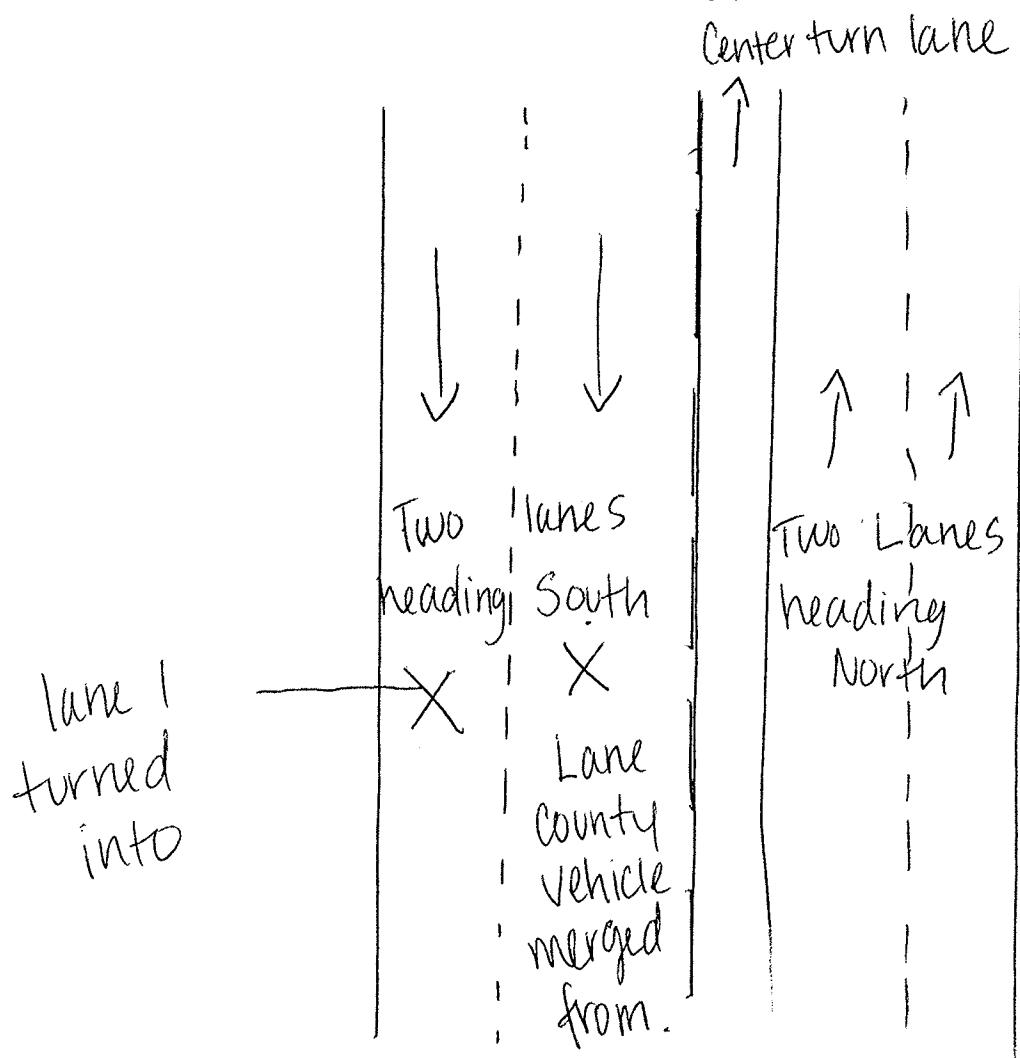
Both vehicles slowed and pulled over to the side of the road where insurance information was exchanged, any injuries to either party were assessed (both parties stating that there was no injury to any person involved in the accident), and Police were called to the scene where it was determined by the police at the scene, that an incident report was not necessary if the other driver (Annie Renteri) and I were going to exchange insurance information. My claim was filed that day with Esurance Insurance Company. A. Renteri gave me a slip of paper with information indicating who to contact at the County Office in regards to the accident.

During the conversation with Annie about insurance information and establishing that my son, who was in my car at the time of the accident, she, and I were not physically injured, I made a comment that this was not great start to the day. Her response to me was that she agreed and that it had already been a long day for her, getting up at 3:00 am that morning. Due to the events of the accident, the manner in which it occurred, and the fact that the driver had stated that she had been up quite early, indicating that she may have been sleep deprived at the time of the accident, I feel that the County is liable for covering the resulting damage to my vehicle from the

oo le



Imagery ©2016 Google, Map data ©2016 Google 50 ft

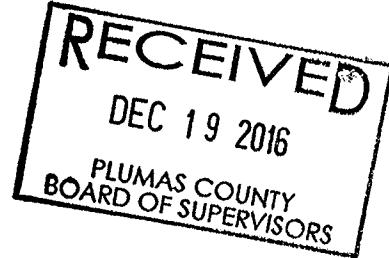




December 7, 2016

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

Attn: Claim Adjuster



RE:

YOUR CLAIM	: Pending
OUR CLIENT	: Esurance
OUR INSURED	: Jasey Kruger
OUR FILE	: 572435
DATE OF LOSS	: 11/17/2016
AMOUNT OF CLAIM	: \$3,956.79

Paragon Subrogation Services, Inc. has been retained by the above client to resolve their subrogation claim. In that capacity, we have the authority to discuss this claim on their behalf.

We are submitting supporting documentation for your review and payment.

Payment must be payable and mail to:

PARAGON SUBROGATION SERVICES, INC.
P.O BOX 3757
CHATSWORTH, CA 91313

Should you have any questions or need any further information, please do not hesitate to call me. Thank you in advance for your anticipated cooperation in resolving this matter.

Sincerely,

Greg Voorhees

Recovery Analyst
1-888-329-3332 Ext. 2304
(818) 576-2101 Fax
Paragon Subrogation Services, Inc.
E-mail gvoorhees@paragonsubro.com

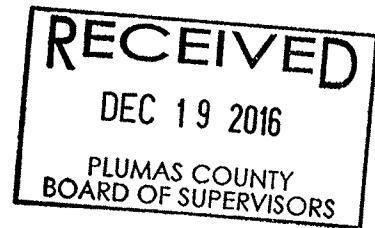
CLAIM AGAINST THE COUNTY OF PLUMAS

(Pursuant to Government Code §910.4)

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

MAIL TO:

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



CLAIMANT INFORMATION

1. Name of Claimant: Paragon Subrogation Services a/s/o Esurance & Jasey Kruger
2. Date of Birth: _____ 3. Gender (circle one): Male Female
4. Mailing Address of Claimant:
P.O. Box 3757 Chatsowrth CA, 91313
Address _____ City _____ State _____ Zip _____
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):
Same as above
Address _____ City _____ State _____ Zip _____
6. Telephone Number of Claimant: (888) 329-3332

INFORMATION ABOUT CLAIM

7. Incident Date: Month 11 Day 17 Year 2016
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
Mangrove Ave. between 5th St. and 6th St. in Chico CA.
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
Our insured made a right hand turn into the closest lane, when Anastasia Renteria who was drivin a 2005 Ford Explorer, changed lanes from left to right into our insured.

10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
Front end damage to our insureds 2014 Hyundai Elantra.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ 3,956.79

12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: YES NO

13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Anastasia Renteria

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? YES NO

15. Name of insurance carrier and telephone number (including area code):

<u>Esurance</u>	<u>(888) 329-3332 Ext. 2304</u>		
Name	Telephone Number		
<u>P.O. Box 3757</u>	<u>Chatsworth</u>	<u>CA</u>	<u>91313</u>
Address	City	State	Zip

16. Policy Number: ESU-0232984

17. Are you the registered owner: YES NO

18. Amount of deductible: \$ 500.00

19. Make: Hyundai Model: Elantra Year: 2014

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

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

Greg Voorhees
Signature

12/7/16
Date

Greg Voorhees
Printed Name of Person Completing Claim

Electronic Funds Transfer		Cleared	11/22/2016
Esurance Property and Casualty Insurance Company PO Box 2890 Rocklin, CA 95677			
326068 MUST BE ENDORSED BY ALL PAYEES			
PAY	Three Thousand Four Hundred Fifty-Six and 79/100 Dollars		
		DATE	11/22/2016
		AMOUNT	\$3,456.79
TO THE	Fix Auto Chico	ESU 0232981	
ORDER	275 East Park Avenue	Collision Coverage & Deductibles	
OF	Chico, CA 95928	Memos: <u>test less \$500 ded 1/4 hyundai elantra esu/1232981</u>	
			

**FIX AUTO CHICO / CHICO
COLLISION CENTER**

*****Chico Collision Center is now FIX Auto Chico. Same Ownership * Same Address * Same Staff* New Name*****
Operated by Chico Collision Center, 275 E. Park Ave, Chico, CA 95928
Phone: (530) 343-2480
FAX: (530) 343-8359

Workfile ID: 5920664c
Federal ID: 680438073
State EPA: CA0000481663
BAR: ARD00207585

Estimate of Record

RO Number: 5672

Written By: Garrett Coffey, 11/22/2016 9:43:33 AM
Adjuster: SACRAMENTO, LRU

Insured:	Kruger, Jasey	Policy #:	4134300 PA	Claim #:	ESU-0232984-01
Type of Loss:	COL - Collision	Date of Loss:	11/17/2016 8:00 AM	Days to Repair:	8
Point of Impact:	12 Front				

Owner: Kruger, Jasey 746 Grand Teton Way	Inspection Location: FIX AUTO CHICO / CHICO COLLISION CENTER Operated by Chico Collision Center 275 E. Park Ave Chico, CA 95928 Repair Facility (530) 343-2480 Business	Insurance Company: ESURANCE SACRAMENTO CLAIM UNIT PO Box 2890 ROCKLIN, CA 95677
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VEHICLE

2014 HYUN ELANTRA SPORT 4D SED 4-2.0L-FI blue metallic

VIN: KMHDH4AH3EU130565	Interior Color:	Mileage In: 42,658	Vehicle Out:
License: 7FVR871	Exterior Color: blue metallic	Mileage Out:	
State: CA	Production Date:	Condition:	Job #:

TRANSMISSION	CONVENIENCE	SAFETY	WHEELS
6 Speed Transmission	Air Conditioning	Search/Seek	Bucket Seats
POWER	Intermittent Wipers	CD Player	Reclining/Lounge Seats
Power Steering	Tilt Wheel	Auxiliary Audio Connection	Leather Seats
Power Brakes	Cruise Control	Satellite Radio	Heated Seats
Power Windows	Rear Defogger	Drivers Side Air Bag	Aluminum/Alloy Wheels
Power Locks	Keyless Entry	Passenger Air Bag	PAINT
Power Mirrors	Alarm	Anti-Lock Brakes (4)	Clear Coat Paint
Heated Mirrors	Steering Wheel Touch Controls	4 Wheel Disc Brakes	OTHER
Power Driver Seat	Telescopic Wheel	Front Side Impact Air Bags	Fog Lamps
DECOR	Backup Camera w/Parking Sensors	Head/Curtain Air Bags	Traction Control
Dual Mirrors	RADIO	Hands Free Device	Stability Control

Estimate of Record

RO Number: 5672

2014 HYUN ELANTRA SPORT 4D SED 4-2.0L-FI blue metalic

Tinted Glass	AM Radio	ROOF	Rear Spoiler
Console/Storage	FM Radio	Electric Glass Sunroof	Signal Integrated Mirrors
Overhead Console	Stereo	SEATS	Power Trunk/Gate Release

Estimate of Record

RO Number: 5672

2014 HYUN ELANTRA SPORT 4D SED 4-2.0L-FI blue metalic

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2		Repl Impact bar Korea built	865303X600	1	350.85	0.4	
3		O/H front bumper			2.3		
4	**	Repl A/M CAPA Bumper cover Korea built	865113X800	1	222.00	Ind.	2.8
5		Add for Clear Coat			1.1		
6		Add for fog lamps			0.3		
7	**	Repl A/M LT Upper support	865173X000	1	5.00		
8		Repl Absorber US built	865203Y500	1	71.60	Ind.	
9		Repl Lower grille Korea built w/chrome	865603X700	1	117.60	Ind.	
10	**	Repl A/M KEYSIQ Lower deflector Korea built	865903X700	1	52.00	Ind.	
11		Repl RT Inner bracket rivet	1416003133	1	0.44		
12		Repl LT Inner bracket rivet	1416003133	1	0.44		
13		Repl Absorber clip	8659324000	1	1.58		
14		Repl Bumper cover grommet	1491005000	2	0.78		
15		Repl LT Side retainer screw	1249205167E	1	0.37		
16		Repl RT Side retainer screw	1249205167E	1	0.37		
17		FRONT LAMPS					
18	**	Repl A/M KEYSIQ LT Headlamp assy Korea built projector type	921013X450	1	724.00	0.4	
19		Alm headlamps			0.5		
20	**	Repl A/M CAPA RT Fog lamp assy all	922023X210	1	143.00	Ind.	
21		Alm fog lamps			0.3		
22	**	Repl A/M CAPA LT Fog lamp assy all	922013X210	1	143.00	Ind.	
23		RADIATOR SUPPORT					
24		Repl Temp sensor bracket	972813X000	1	6.52		
25	**	Repl A/M CAPA Radiator support Korea built	641013X003	1	526.00	2.9	
26	**	Repl A/M KEYSIQ Front shield sedan	291103Y900	1	98.00	Ind.	
27		Repl Radiator support bracket	641683X000	1	6.76		
28		ENGINE / TRANSAKLE					
29	#	Subl Cover Car		1	10.00		
30		Repl Resonator assy	282203X320	1	87.15	m	0.4
31		FENDER					
32		Repl LT Fender liner Korean built sedan	868113X700	1	82.68	0.4	
33		Repl LT Bumper bracket	646153X000	1	22.00	0.7	
34		Repl LT Gusset	646353X000	1	26.87	0.4	
35		GRILLE					
36		R&I Grille assy w/Sport				Ind.	
37	#	Repl Cover car		1	5.00	0.2	
38	#	Subl Hazardous waste removal		1	5.00		
39	#	Rpr Color tint / color match				0.5	





11/17/2016 10:42 AM

