

BOARD OF SUPERVISORS

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

**AGENDA FOR MEETING OF AUGUST 02, 2011 TO BE HELD AT 10:00 A.M. IN THE
BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

9:00 – 10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

INVOCATION AND FLAG SALUTE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

ACTION AGENDA

1. 10:10 BOARD OF SUPERVISORS

- A. Review and clarification of Ordinance No. 2002-980, amending 2-1.201, Article 2 of Chapter 1 of Title 2 of the Plumas County Code (establishing the salary for the Board of Supervisors). Discussion, possible action and/or direction to staff
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.
- D. Appointments

SIERRA VALLEY GROUNDWATER MANAGEMENT DISTRICT

Appoint Greg Ramelli to the Sierra Valley Groundwater Management District Board replacing Virgil Weaver

2. 10:45 COUNTY ADMINISTRATIVE OFFICE

Departmental Matters

A. PUBLIC HEALTH AGENCY – Mimi Hall

Status report on establishment of Alcohol & Drug Services

B. SOCIAL SERVICES – Elliott Smart

Approve and authorize the Director of Social Services to sign an agreement with the Alliance for Workforce Development to operate a subsidized employment program in connection with the CalWORKS Welfare-to-Work program; and authorize an extension of the agreement for an additional period not to exceed twelve (12) months following the end of the current term and subject to availability of state and federal funding

C. PUBLIC WORKS – Robert Perreault

Solid Waste - Introduce and waive first reading of an **ORDINANCE**, to amend Sec. 6-10.207 (of Article 2 of Chapter 10 of Title 6 of the Plumas County Code), "Fee schedule for collection, transfer, and related services". **Roll call vote**

3. CONSENT AGENDA

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

A. CLERK OF THE BOARD

Approve Board minutes for July 2011

B. AGRICULTURE

Approve and authorize the Chair to sign agreement of between US Department of Agriculture and Plumas County for FY 2011-2012 Wildlife Services

C. FAIR

Authorize staff to exceed the allowable compensated time of 90 hours during Fair time

D. PUBLIC HEALTH AGENCY

Approve and authorize the Chair to sign annual agreement with Dr. Valeska Armisen to act as the County Health Officer/Medical Director for FY 2011-2012

NOON RECESS

4. 1:30 P.M. BOARD OF SUPERVISORS

FY 2011-2012 Budget - Discussion, possible action and/or direction to Budget Officer

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel – Initiation of litigation pursuant to Subdivision (c) of Government Code § 54956.9 – one case
- B. Conference with Legal Counsel – Existing Litigation (Subdivision (a) of Section 54956.9 of the Government Code): High Sierra Rural Alliance v. County of Plumas and The Schomac Group, Inc., Superior Court of California, County of Plumas, Case No. CV09-00174.”
- C. Conference with Legal Counsel: Claim Against the County filed by Bobby E. Tharp filed on June 30, 2011
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (b) of Government Code Section 54956.9
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff’s Department Employees Association, Operating Engineers Local #3, and Confidential Employees

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, August 09, 2011, Board of Supervisors Room 308, Courthouse, Quincy, California.

1A

ORDINANCE NO. 2002 – 980

**AN ORDINANCE AMENDING 2-1.201, ARTICLE 2 OF CHAPTER 1
OF TITLE 2 OF THE PLUMAS COUNTY CODE
(ESTABLISHING THE SALARY FOR THE BOARD OF SUPERVISORS)**

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

SECTION 1 – Declaration of Intent

The Board of Supervisors hereby declares that the intent of this Ordinance is to establish an objective benchmark upon which to base the Board of Supervisors annual salary while removing from the Board influence over the process used to set the salary of the “benchmark” position upon which the Board’s salary is based. It is also the intent of the Board to recognize that Supervisors typically spend in excess of 40 hours per week representing the constituents in their respective districts and should therefore be considered full-time representatives of Plumas County just as County department heads are.

SECTION 2

Section 2-1.201 of the Plumas County Code is hereby amended to read in its entirety as follows:

Section 2-1.201.

- a. **Salaries** – Effective October 1, 2002 the salary for any member of the Board of Supervisors that chooses to participate in the Public Employee’s Retirement System shall be set at \$35,050 per year while the salary for any member of the Board of Supervisors that chooses not to participate in the Public Employee’s Retirement System shall be set at \$37,500 per year. Thereafter, the salary for each Supervisor shall be adjusted on the first day of the first pay period starting in July of each year based on the percentage change in the California Consumer Price Index, all urban consumer series using the “April to April” comparison. The salary for Supervisor shall be paid in the same manner as has been established for other full-time elected officials in Plumas County.
- b. **Benefits** – Benefits for each member of the Board of Supervisors shall be the same as that established for other full-time elected officials in Plumas County except that the office of Supervisor would only be eligible for mileage reimbursement for miles driven in the course of County business and not for a vehicle or car allowance should one be established.

Section 3. Effective Date; Publication; Codification.

This Ordinance shall become effective 60 days after the date of adoption. This Ordinance shall be published in the Feather River Bulletin, and other newspapers of general circulation serving Plumas County, within 15 days of adoption. Section 2 of this Ordinance shall be codified, the remainder shall be uncoded.


This Ordinance was introduced at a regular meeting of the Board of Supervisors on the 8th day of October, 2002 and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 22nd day of October, 2002 by the following vote:

AYES: Supervisors Dennison, Nelson, Clark and Meacher.

NOES: Supervisors None

ABSTAIN: None

ABSENT: Pearson


Chair, Board of Supervisors

ATTEST:


Executive Clerk/Board of Supervisors



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: JULY 20, 2011

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES 

SUBJ: BOARD AGENDA ITEM FOR AUGUST 2, 2011

RE: APPROVAL AND AUTHORIZATION TO SIGN AN AGREEMENT WITH
THE ALLIANCE FOR WORKFORCE DEVELOPMENT TO OPERATE A
SUBSIDIZED EMPLOYMENT PROGRAM

It is Recommended that the Board of Supervisors

1. Approve the enclosed agreement with the Alliance for Workforce Development to operate a subsidized employment program in connection with the CalWORKs Welfare-to-Work program.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize an extension of the agreement for an additional period not to exceed twelve (12) months following the end of the current term subject to the availability of state and federal funding to operate the program.

Background and Discussion

During the most recent session, the California Legislature passed and Governor Brown signed SB 72 (Chapter 8, Statutes of 2011). This law makes several significant changes to the CalWORKs program including the reduction of cash grant levels, a reduction in the time limit that for adults receiving CalWORKs from 60 months to 48 months; and, changes to the CalWORKs subsidized employment program to expand those who are eligible to participate in the program and to increase the subsidy to cover 100 percent of the participant's computed grant (the grant amount they would have received if they weren't in a subsidized employment placement).

Under the provisions of SB 72 an adult CalWORKs Welfare-to-Work participant may be placed in a subsidized employment position. The enclosed agreement provides that the

Alliance for Workforce Development (AFWD) will work with private employers in the County to develop up to 20 subsidized positions. An employer that hires a Welfare-to-Work participant in such a position will be eligible to receive a subsidy for this participant's wages and benefits for up to 50% (less \$56) of the total wage cost not to exceed 100% of the computed CalWORKs grant in the month prior to participation. The employer may receive the subsidy for up to six months per slot. In certain limited situations, the subsidy may be extended for up to 12 months. An example of the way the subsidy works is provided below:

- Assume a CalWORKs recipient is receiving a grant of \$600 in cash assistance in the month prior to placement in a subsidized employment placement.
- In the following month, the recipient is placed in a subsidized employment position with monthly wages of \$1,000.
- The employer share under this scenario would be \$556 $((\$1,000 \times .50) + \$56)$ each month for up to six months.
- The employer would receive \$444 in reimbursement for the subsidized portion of the wages the employer paid to the participant. The \$444 is less than the grant amount that was paid in the month so there may be savings generated under some circumstances.

As has been reported previously to the Board, Plumas County has one of the best rates of work participation in the CalWORKs program in the state. Recent data provided by the State Department of Social Services shows that Plumas County's work participation rate for all families in the CalWORKs program is fourth best in the state and exceeds the statewide average by nearly seventeen percent (17%). The approval of the Subsidized Employment program and enclosed contract will further our efforts to move recipients from the rolls of public assistance and into employment and work participation activities. The program also provides an incentive to employers to hire CalWORKs recipients.

Financial Impact

The Legislature enacted SB 72 under the premise that the program would be at it's least, cost neutral to the state. Therefore the funds that are utilized for the wage subsidy paid to employers will come from funds that would otherwise have been paid to CalWORKs recipients as cash grants in aid. With that in mind, the Plumas County DSS recommended budget for 2011-2012 included a reduction to our estimated appropriation for CalWORKs cash assistance and an increase in the proposed line item for Contracts. The estimated cost for the program, if all twenty slots are filled is about \$91,000 for the fiscal year.

Additionally, the funding scheme for the Subsidized Employment program is such that there is no cost to County Realignment dollars for the wage subsidy. This functions as a savings to Realignment funds since the funds, if paid to recipients as grants in aid would normally require a 2.5 percent match from Realignment dollars.

Other Agency Involvement

The Department has worked extensively with the AFWD management team to craft a program that we believe will be attractive to employers and will help achieve unsubsidized employment outcomes for recipients. As a matter of information, AFWD is developing a very similar program for its partners in Butte and Lassen counties.

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

Copy (Cover Memo Only): DSS Management Staff
Traci Holt, Executive Director – AFWD
Human Services Directors

Enclosure: Proposed Contract

**AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND
ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.**

THIS Agreement is made between COUNTY of Plumas, Department of Social Services, a political subdivision of the State of California, hereinafter COUNTY, and Alliance for Workforce Development, Inc., a California Corporation, hereinafter CONTRACTOR.

WHEREAS the State of California, under AB 98 (Chapter 589, Statutes of 2007), SB 72 (Chapter 8, Statutes of 2011) and Welfare and Institutions Code Section 11322.63 has provided authority to Counties to operate a subsidized employment program within CalWORKs; and

WHEREAS COUNTY desires to provide subsidized employment opportunities for qualified recipients of public assistance; and

WHEREAS CONTRACTOR, as the local provider of WIA (Workforce Investment Act) services, has a history of providing a variety of employment and training opportunities, including subsidized employment, and desires to provide such opportunities for COUNTY's public assistance recipients; and

WHEREAS CONTRACTOR has successfully operated similar wage subsidy programs in neighboring counties.

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

1. SERVICES.

The CONTRACTOR shall provide those services described in Attachment A, at the time, place, and in the manner specified.

2. TERM.

The term of this Agreement shall be from August 1, 2011 through June 30, 2012. Subject to a written agreement of both parties regarding compensation and subject to the availability of state and federal funding to support this program, this agreement may be extended for one additional period not to exceed twelve calendar months.

3. PAYMENT.

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment B. The payment specified in Attachment B shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billing for said services to COUNTY in the manner specified in Attachment B.

4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement.

COUNTY shall:

- a. Provide program consultation and technical assistance to CONTRACTOR.
- b. Monitor and evaluate CONTRACTOR'S performance, expenditures and service levels for compliance with the terms of this Agreement.
- c. Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- d. Evaluate CONTRACTOR's annual report for compliance with the terms of this Agreement and provide written response within thirty (30) calendar days of receipt of the report as determined to be unacceptable
- e. Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.

5. ADDITIONAL PROVISIONS.

Those additional provisions unique to this Agreement are set forth in Attachment C.

6. GENERAL PROVISIONS.

The general provisions set forth in Attachment D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other terms or conditions insofar as the latter are inconsistent with the general provisions.

7. DESIGNATED REPRESENTATIVES.

Neal Caiazzo, Program Manager, Department of Social Services, is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Traci Holt, Executive Director, Alliance for Workforce Development, Inc., is the authorized representative for CONTRACTOR. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

Attachment A – Services
Attachment B – Payment
Attachment C – Additional Provisions

Attachment D – General Provisions
Attachment E – Nondiscrimination in State and Federally Assisted Programs

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

CONTRACTOR

Dated: _____

By: _____
Traci Holt
Executive Director
Alliance for Workforce Development

COUNTY

Dated: _____

By: _____
Elliott Smart, Director
Plumas County Dept. of Social Services

APPROVED AS TO FORM:

~~R. Craig Settlemyre~~ Stephen L. Mansell
Plumas County Counsel, Deputy

By: Stephen L. Mansell

**ATTACHMENT A
AGREEMENT BETWEEN
PLUMAS COUNTY SOCIAL SERVICES
AND
ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.

SCOPE OF SERVICES**

A.1 BACKGROUND.

The State of California, under AB 98 (Chapter 589, Statutes of 2007), SB 72 (Chapter Statutes of 2011) and Welfare and Institutions Code Section 11322.63 have provided authority to Counties to operate a subsidized employment program within CalWORKs. This program operates outside of the CalWORKs single allocation and enables counties to pay up to fifty percent (50%) of a Welfare-to-Work participant's wage subsidy while participating in public or private sector subsidized employment.

The purpose of the subsidized employment program is to provide paid employment and training opportunities for a number of Welfare-to-Work participants, improving their financial situations, enhancing their work histories, and enabling them to compete for future unsubsidized employment.

As the local provider of WIA services, CONTRACTOR has a history of providing subsidized and other employment and training opportunities with ARRA funding as well as funds from other sources. Therefore, the CONTRACTOR is ideally suited to carry out the purposes of this program.

A.2 PROGRAM.

A.2.1 Subsidized Employment Program

CONTRACTOR will work with local employers to develop paid subsidized employment opportunities for qualified public assistance recipients. For the purposes of this program CONTRACTOR will not have an employer/employee relationship with the participants who are placed in subsidized employment positions.

A.2.2 Target Population

In accordance with state law subsidized employment program participants may include:

- Aided CalWORKs recipients participating in the Welfare-to-Work program.
- Individuals in Welfare-to-Work sanction status that will cure their sanction through the subsidized employment position.
- Individuals that have exceeded CalWORKs time limits and are receiving Safety Net benefits for their eligible children.

A.2.3 Program Goals

- Enhance participants' knowledge, skills, and abilities and improve their ability to compete for future unsubsidized employment

A.3 CONTRACTOR RESPONSIBILITIES.

A.3.1 For participants, CONTRACTOR shall

- Conduct assessments as needed to determine participants' knowledge, skills, abilities, and strengths
- Endeavor to match participants to appropriate job placements
- Assist participants with assembling a professional résumé, cover letter, and master application
- Assist participants to prepare for job interviews
- Communicate individual lack of participation or missed appointments to COUNTY within five (5) working days
- Provide follow up and retention services with the placement site supervisor and the participant biweekly within the first thirty (30) days of job placement and monthly thereafter
- Obtain bimonthly progress reports that evaluate the participant's performance and identify strengths and areas for improvement
- Mediate conflicts between the placement site supervisor and the participant

A.3.2 In administering the program, CONTRACTOR shall

- Provide business outreach to community employers to educate them on the program and recruit them for future placements and to inform them of the benefits of the Work Opportunity Tax Credit (WOTC)
- Capture and report data as required by COUNTY
- Assure that subsidized employment placement sites comply with California Department of Social Services non-displacement regulations as cited in Eligibility and Assistance Standards Section 42-720
- Ensure that subsidized employment positions are compensated at a wage not less than minimum wage and no more than \$15.00 per hour unless approval is obtained from the COUNTY.
- Meet with COUNTY monthly to discuss program operations and participants' performance and progress

A.3.3 CONTRACTOR shall implement the Program in conformance with state and Federal regulatory and funding requirements; and in a manner that otherwise complies with applicable laws and regulations.

A.4 COUNTY RESPONSIBILITIES.

A.4.1 COUNTY shall

- Identify potential program participants within existing caseloads.
- Establish and certify program eligibility in accordance with State and Federal guidelines and refer potential program participants to CONTRACTOR
- Provide the following information for each referred participant
 - Signed authorization for release of confidential information
 - Name, address, and telephone number
 - Social Security number
 - Copy of driver's license of valid identification card
 - Caseworker name and contact information
 - Participant work history
 - Copy of the participant's Welfare-to-Work Plan if applicable (CalWORKs recipients only)
 - Identified special needs, if any
 - Need for supportive services such as child care, transportation, or ancillary assistance, if any, and how they will be met
- Take appropriate action on CONTRACTOR reports of individual lack of participation or missed appointments
- Meet with CONTRACTOR monthly to discuss program operations and participants' performance and progress

END OF ATTACHMENT A

**ATTACHMENT B
AGREEMENT BETWEEN
PLUMAS COUNTY SOCIAL SERVICES
AND
ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.**

PAYMENT

B.1 COUNTY shall pay CONTRACTOR as follows:

B.1.1 The consideration to be paid CONTRACTOR, as provided herein, shall be in compensation for all of CONTRACTOR's allowable expenses incurred in the performance hereof.

B.1.2 The total compensation available to CONTRACTOR for the term of this agreement is estimated based upon a maximum of 20 participants. The total amount available for 20 participants shall not exceed \$100,000 for the term of the agreement. The parties agree that \$81,590 shall be utilized to reimburse employers for the subsidized employment placements. An estimated \$18,410 shall be for the reimbursement of CONTRACTOR'S administrative expenses.

To the extent that service requirements change as a consequence of an increase in the number of CalWORKs recipients referred to the CONTRACTOR, or due to changes in the cost of program administration, the parties may modify the maximum compensation available. Such a change shall be executed via an amendment that is signed by both parties.

B.1.3 COUNTY shall reimburse CONTRACTOR for the actual cash costs incurred.

B.1.4 CONTRACTOR (at CONTRACTOR'S discretion) may submit itemized bi-monthly or monthly invoices. Invoices shall include documentation of (1) individual participants served and the hours they worked; (2) wages and benefits paid; and (3) 19% administrative overhead costs.

B.1.5 Itemized invoices shall include certification that CONTRACTOR possesses documentation necessary to support charges listed (time sheets, time studies, etc.) Upon request by the COUNTY, CONTRACTOR shall allow COUNTY access to records in CONTRACTOR'S possession that support

B.1.6 In the event that the final reconciliation of the project costs indicates that CONTRACTOR has been overpaid, CONTRACTOR shall repay COUNTY in full within thirty (30) days of identification of the overpayment.

END OF ATTACHMENT B

**ATTACHMENT C
AGREEMENT BETWEEN
PLUMAS COUNTY SOCIAL SERVICES
AND
ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.**

ADDITIONAL PROVISIONS

C.1 CONFIDENTIALITY

C.1.1 CONTRACTOR agrees to require its individual employees carrying out the services described in this Agreement will adhere to confidentiality requirements specified in Section C.1.4 below which generally and specifically prohibit the disclosure of otherwise confidential information except as it pertains to the administration of this program.

C.1.2 CONTRACTOR agrees to maintain all participant records in the strictest confidence as required by state and federal laws.

C.1.3 CONTRACTOR shall hold COUNTY harmless from any suit against CONTRACTOR as a result of any breach of confidentiality on the part of CONTRACTOR or its agents or employees and shall provide a defense to the COUNTY in any such suit at no cost to COUNTY.

C.1.4 REFERENCES:

Section 42 United States Code of Federal Regulations, Part 1
California Welfare and Institutions Code, Sections 10850 and 5330
California Civil Code, Section 1798.55
Health Insurance Portability and Accountability Act (HIPAA)

C.2 AUDITS

The contracting parties shall be subject to the examination and audit of program records for a period of three years after final payment under this Agreement.

END OF ATTACHMENT C

**ATTACHMENT D
AGREEMENT BETWEEN
PLUMAS COUNTY SOCIAL SERVICES
AND
ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.**

GENERAL PROVISIONS

- D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and each and every employee, agent, servant, partner and shareholder of CONTRACTOR (collectively referred to as "The Contractor" shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
- D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
- D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
- D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
- D.1.5 CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
- D.1.6 CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.
- D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or

local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

D.1.8 The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

D.2 LICENSES, PERMITS, ETC. CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

D.3 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.4 TIME. CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.5 INSURANCE.

D.5.1 Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the following coverage's:

D.5.1.1 Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

D.5.1.2 During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five

Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.5.1.4 Workers' Compensation Insurance coverage for all of CONTRACTOR's employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.5.2 The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

D.5.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

D.5.6 Upon COUNTY'S request, CONTRACTOR shall deliver certified copies of any insurance policies to COUNTY.

D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

D.5.8 COUNTY shall have the right to request such further coverage's and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of

CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

- D.6 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, subcontractors, or volunteers.
- D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.
- D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to

CONTRACTOR.

D.13 TERMINATION. COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.13.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.13.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

D.13.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

D.14 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

D.15 WAIVER. A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

D.16 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations,

conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

- D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.
- D.19 MINOR AUDITOR REVISION.** In the event the Plumas County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

- D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Plumas, State of California.
- D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.
- D.34 CONFLICT OF INTEREST.**

D.34.1 Legal Compliance. CONTRACTOR agrees at all times in performance of this

Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.34.2 Advisement. CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

D.34.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

D.35 NONDISCRIMINATION. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.36 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.37 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

D.38 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the

party so to be served as follows:

If to COUNTY:

Elliott Smart, Director
Plumas County Department of Social Services
270 County Hospital Road, Suite 207
Quincy, CA 95971

If to CONTRACTOR:

Traci Holt, Executive Director
Alliance for Workforce Development, Inc.
PO Box 3750
Quincy, CA 95971

END OF ATTACHMENT D

____ County Initials

____ Contractor Initials

**ATTACHMENT E
AGREEMENT BETWEEN
PLUMAS COUNTY SOCIAL SERVICES
AND
ALLIANCE FOR WORKFORCE DEVELOPMENT, INC.**

NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS

**Alliance for Workforce Development, Inc., a California Corporation
(HEREINAFTER CALLED THE "AGENCY")**

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 as amended; Section 504 of the rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; Government Code (GC) Section 11135, as amended; California Code of Regulations (CCR) Title 22 Section 98000-98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act; Section 1808 Removal of Barriers to Inter Ethnic Adoption Act of 1996 and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age, or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objective of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted with the required annual Civil Rights Plan Update.

END OF ATTACHMENT E

DEPARTMENT OF PUBLIC WORKS

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



ROBERT A. PERREAULT Jr.
DIRECTOR

MARTIN BYRNE
ASST. DIRECTOR

JOE BLACKWELL
DEPUTY DIRECTOR

AGENDA REQUEST

July 25, 2011

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

Subject: Agenda Request for the August 2, 2011 Meeting
of the Plumas County Board of Supervisors

To: Honorable Board of Supervisors

Conduct the First Reading of the proposed ordinance to amend
Sec. 6-10.207 (of Article 2 of Chapter 10 of Title 6 of the Plumas County Code),
"Fee schedule for collection, transfer, and related services."

Background:

On April 25, 2011, InterMountain Disposal, Inc. submitted a solid waste rate increase request letter, requesting a 10.2245% rate increase.

On May 17, 2011, InterMountain Disposal, Inc. submitted a revised solid waste rate increase request letter, revising the rate increase to be 6.256%. Note: the "1%" portion of the rate increase was necessary because the Board of Supervisors, during their May 17, 2011 meeting, increased the Operations Fee (formerly Administrative Fee) from 4% to 5%, retroactive to July 1, 2010.

The following is extracted from the 5-26-2011 Minutes of the Plumas County Integrated Waste Management Task Force:

"5. CONSIDERATION OF THE SOLID WASTE RATE INCREASE REQUEST OF INTERMOUNTAIN DISPOSAL, INC.

There is general discussion on the 6.256% increase requested by InterMountain Disposal. Ricky Ross, IMD, discusses a plan using the Producer Price Index (PPI) instead of the Plumas County-recommended Rural Refuse Index (RRI). Discussion is held on the original 10.22% rate increase that was later modified to 5.256% after IMD's accountant's considered the previously granted 9% rate increase in November, 2010. The 5.256% rate increase was modified to 6.256% when the Board of Supervisors agreed to the Public Works Department's request for a 1% increase in the Operations (formerly Administrative) fee charged by the County. Ricky Ross ends the discussion with his request of a 6.256% rate increase. Motion is made by Rick Archbold and seconded by Bill Turner with unanimous votes of acceptance to recommend the 6.256% rate increase to the Board of Supervisors."

On June 14, 2011, as revised on July 5, 2011, the Board of Supervisors established a schedule pertaining to hearing and meeting dates pertaining to the consideration of solid waste rate increase request, submitted by InterMountain Disposal, Inc.

The adopted schedule included:

August 2, 2011	First Reading of the proposed ordinance to amend Sec. 6-10.207 (of Article 2 of Chapter 10 of Title 6 of the Plumas County Code), "Fee schedule for collection, transfer, and related services."
----------------	--

Attached is a copy of the proposed ordinance, as amended.

The Second Reading (public hearing) of the proposed ordinance, the Proposition 218 hearing and a vote by the Board of Supervisors is scheduled for consideration at the August 9, 2011 meeting of the Board of Supervisors.

Public Works staff has also prepared a comparison sheet, depicting the differences in the solid waste rates if 6.26% is adopted by the Board of Supervisors after the Second Reading and the Proposition 218 Hearing; attached is a copy of "Compilation of Fee Schedules Between Franchise Contractors, Including Proposed 6.26% Rate Increase, dated June 21, 2011.

To date, Public Works has not received any correspondence from the public on this matter.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors conducts the First Reading on the above referenced proposed ordinance.

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

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

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

- (a) *General.* For purposes of this section "franchisee" shall refer to a solid waste collector as defined in this chapter. The fees below apply to all franchise areas, except that fees in parentheses, e.g. One and no/100ths (\$1.00) Dollars shall apply to Franchise Area 3 (Intermountain Disposal Inc. franchise area), as defined in the County Solid Waste Management Plan. This fee schedule is operative as of September 7, 2011.

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

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

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

(2) *Residential large items.* Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$17.70 (**\$19.00**) each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$35.24 (**\$37.87**) each per collection. Each tire shall be charged per collection: \$3.90 (**\$3.94**) [sixteen (16") inches or less]; \$7.53 (**\$8.05**) [more than sixteen (16") inches but less than twenty (20") inches]; \$17.70 (**\$19.00**) [more than twenty (20") inches].

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

(4) *Commercial base rate.* A one cubic yard bin shall be charged a monthly fee of \$75.44 (~~84.55~~) for one collection per week; a monthly fee of \$150.66 (~~169.16~~) for two (2) collections per week; a monthly fee of \$226.47 (~~\$253.77~~) for three (3) collections per week; a monthly fee of \$302.01 (~~\$338.26~~) for four (4) collections per week; and a monthly fee of \$377.56 (~~\$422.87~~) for five (5) collections per week. Each additional cubic yard per collection shall be charged \$20.28 (~~\$22.70~~), including any fraction of a cubic yard such as when waste is heaped above the top of a bin.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. Effective Date; Publication; Codification.

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

Introduced at a regular meeting of the Board of Supervisors on the 2nd day of August, 2011, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 9th day of August, 2011, by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

Compilation of Fee Schedules Between Franchise Contractors, including Proposed 6.26% Rate Increase

Prepared by Department of Public Works

June 21, 2011

Collection Fee Categories (see County Code Section 6-10.207)	Existing Rate for Feather River Disposal	Existing Rate for InterMountain Disposal	Existing Rate plus 6.26% Increase for InterMountain Disposal
(b)(1) Residential Base Rate:			
1 can per week	\$18.07	\$18.86	\$20.04
2 cans per week	\$25.13	\$24.96	\$26.52
3 cans per week	\$32.03	\$30.08	\$31.96
4 cans per week	\$39.14	\$35.15	\$37.35
64-gal waste-wheeler	\$24.71	\$28.01	\$29.76
100-gal waste-wheeler	\$32.03	\$33.14	\$35.21
(b)(2) Residential Large Items			
Washer, dryer, refrig, single mattress	\$17.70	\$17.88	\$19.00
Deep Freezer, double mattress	\$35.24	\$35.64	\$37.87
16" Tire	\$3.90	\$3.71	\$3.94
+16" Tire	\$7.53	\$7.58	\$8.05
+20" Tire	\$17.70	\$17.88	\$19.00
(b)(3) Residential Billing			
Start up fee	\$7.53	\$7.58	\$8.05
(b)(4) Commercial base rate			
1 cubic yard (one collection per week)	\$75.44	\$79.57	\$84.55
1 cubic yard (2 collections per week)	\$150.66	\$159.19	\$169.16
1 cubic yard (3 collections per week)	\$226.47	\$238.82	\$253.77
1 cubic yard (4 collections per week)	\$302.01	\$318.33	\$338.26
1 cubic yard (5 collections per week)	\$377.56	\$397.96	\$422.87
Each additional cubic yard per collection – (includes over heaped bin)	\$20.28	\$21.36	\$22.70
(b)(4) cont. Commercial can service rate			
1 can per week	\$23.18	\$24.58	\$26.12
2 can per week	\$28.50	\$30.08	\$31.96
3 can per week	\$33.72	\$35.64	\$37.87
4 can per week	\$39.04	\$40.88	\$43.44
Double rate if collection is twice per week			

64-gallon waste-wheeler	\$28.50	\$31.56	\$33.54
100-gallon waste-wheeler	\$39.04	\$37.11	\$39.43
(b)(c) Special travel charge for collection rate			
Not to exceed per hour	\$81.70	\$83.00	\$88.20
(b)(d) Bid delivery charge			
Each bin delivery fee	\$50.31	\$51.07	\$54.27
(b)(e) Fees for unloading at transfer site or landfills (see following fees):			
(b)(e)(1) <i>Minimum fee for:</i> equivalent of 2 cans or standard containers	\$7.53	\$8.34	\$8.86
Equivalent of 3 cans	\$11.96	\$12.70	\$13.50
Equivalent of 4 cans	\$15.70	\$16.51	\$17.54
(b)(e)(2) Vehicle Unloading:			
Station wagon	\$16.28	\$16.95	\$18.01
Compact pickup truck	\$20.23	\$21.09	\$22.41
Compact pickup truck with sideboards	\$25.87	\$26.65	\$28.32
Standard-sized pickup truck	\$24.71	\$25.72	\$27.33
Standard-sized pickup truck with sideboards	\$30.92	\$31.83	\$33.82
Larger trucks (per cubic yard maximum)	\$17.44	\$18.53	\$19.69
(b)(3) Fee for unloading large and restricted items:			
Washer, dryer, standard refrig., single-bed mattress, or similar-sized object	\$14.01	\$14.39	\$15.29
Standard-size deep freezer, double-bed mattress, or similar-sized object	\$25.34	\$26.65	\$28.32
Each Tire: 16" or less	\$3.11	\$3.16	\$3.36
17" to 20" Tire	\$6.27	\$6.32	\$6.72
+20" Tire	\$13.91	\$13.95	\$14.82
<i>Tree stumps (at landfills only-not at transfer sites):</i>			
Each stump 12" or less	\$20.23	\$20.49	\$21.77
13" to 24" stump	\$40.51	\$41.20	\$43.78
+24" stump	\$60.74	\$61.80	\$65.67
Cathode ray tubes (computer monitors) & televisions (accepted at transfer stations only)	\$3.32 (each)	\$3.43 (each)	\$3.64 (each)
(b)(4) Compacted loads (weighs truck before and after tipping)	\$81.50 (per ton)	\$76.63 (per ton)	\$81.43 (per ton)



Keith Mahan
Agricultural Commissioner
Sealer of Weights & Measures
keithmahan@countyofplumas.com

Plumas-Sierra Counties Department of Agriculture

**Agriculture Commissioner
Sealer of Weights and Measures**



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

July 8, 2011

To: Honorable Board of Supervisors

From: Keith Mahan, Commissioner/Sealer

Subject: USDA Wildlife Services Contract

I am recommending the Plumas County Board of Supervisors approve the Wildlife Services Agreement with USDA for the fiscal year 2011-12. The agreement provides for the protection of livestock and property of agricultural producers within Plumas-Sierra Counties. This service also provides a means to eliminate problem animals in the urban environment including skunks, raccoons, beavers, bears and mountain lions.

Plumas County's share of the salary (excluding overtime), benefits, program supervision, support services and equipment is \$56,646.00 for services rendered during the course of fiscal year 2011-12. This amount represents approximately 62% of the total cost of the program and did not increase from fiscal year 2011-12. We do charge fees for the service which recovers some of our costs. We also receive some reimbursement from the unclaimed gas tax.

3c

BOARD AGENDA REQUEST FORM

Department: Fairgrounds

Authorized Signature: [Signature]

Board Meeting Date: 07/19/2011

Request for 0 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. To approve the request for an increase to allowable compensated time off during fair time.

B. The demand on permanent staff has drastically increased due to the limited number of staff to complete necessary tasks.

C. The permanent staff at the fairground agree to use the excessive compensated time earned during August 2011 by the end of February 2012

Review by Necessary Departments:

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

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

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-Sierra County Fair

204 FAIRGROUNDS ROAD QUINCY, CA 95971-9462

(530) 283-6272 FAX (530) 283-6431 www.countyofplumas.com/fair/index.htm

3c

MEMORANDUM

DATE: July 08, 2011
TO: The Honorable Board of Supervisors
FROM: John Steffanic, Fair & Event Center Manager
SUBJECT: Board Agenda Requests

It is recommended that the Board:

1. Approve the requested for increase for allowable compensated time during Fair time.

Background and discussion:

Due to the lack of trained staff, full time staff must put in a higher than usual number of over time hours during fair time which encompasses August 10 – 14, 2011. The current allowable number of compensated hours (90) can be easily exceeded for set-up, the actual fair itself and clean-up. Therefore we are asking for a temporary increase of compensated hours for the month of August 2011. Again, like last year, we will agree to use our excessive compensated time up by the end of February 2012.

Thank you for your consideration,

John Steffanic
Fair & Event Center Manager



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

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

Date: July 25, 2011

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Agenda Item for August 2, 2011

Item Recommendation: Approve the Annual Agreement (# PCPHA1112HO) with Dr. Valeska Armisen to act as the County Health Officer/Medical Director for FY 11-12, and direct the Chair to sign agreement.

Background Information: As the Board are aware, State Health and Welfare Code mandates that each county provided the services of a County Health Officer/Medical Director. The County Health Officer is required to act as Medical Director for supervision of mid-level providers, oversee all clinical procedures, and public health nursing protocols. In recent years the Health Officer's role has expanded to include Bio-Terrorism Preparedness. In Plumas County, the Health Officer/Medical Director also provides county employee health services per the Board of Supervisors request. The Health Officer/Medical Director also provides consultation and direction to the Environmental Health Division regarding hazardous material and septic or water system issues. The Plumas County Health Officer has traditionally demonstrated leadership during disasters and is responsible for medical oversight of the County Emergency Medical System.

The term of the agreement is July 1, 2011 through June 30, 2012 and the total amount of the agreement is \$33,000.00.

Please contact me at 283-6337 if you have any questions, or need additional information. Thank you.