



## **BOARD OF SUPERVISORS**

Terrell Swofford, 1<sup>st</sup> District  
Kevin Goss, Vice Chair 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Lori Simpson, 4<sup>th</sup> District  
Jon Kennedy, Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF JUNE 17, 2014 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

**8:30 – 10:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION**

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

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

10:00 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. COMMUNITY DEVELOPMENT COMMISSION – David Keller
  - A. **PUBLIC HEARING:** Community Development Block Grant Program – Presentation of accomplishments of open grants and status of Revolving Loan Account and Program Income. Discussion and possible action
  - B. Discussion and possible action to receive completed study regarding CDBG Grant No. 12-CDBG-8407 – Greenville Sewer and Water System Condition Assessment Study as presented
  
2. PLUMAS COUNTY COORDINATING COUNCIL – Robert Perreault  
Approve and authorize the Chair to sign letter pertaining to the project to remove trout from Gold Lake proposed by the California Department of Fish & Wildlife. Discussion and possible action
  
3. DEPARTMENTAL MATTERS
  - A) HUMAN RESOURCES – Gayla Trumbo
    - 1) Adopt **RESOLUTION** adopting Employee Work Hour Definitions regarding Offers of Health Insurance Coverage in Compliance with the Patient Protection & Affordable Care Act. **Roll call vote**
    - 2) Adopt **RESOLUTION** adopting the Three Affordability Safe Harbors under the Patient Protection & Affordable Care Act. **Roll call vote**
    - 3) Adopt **RESOLUTION** regarding Affordable Care Act – Look Back Measurement Periods ("Safe Harbors"). **Roll call vote**
    - 4) Adopt **RESOLUTION** adopting New Anti-Retaliation Policy Under Title I of the Patient Protection & Affordable Care Act. **Roll call vote**
    - 5) Authorize the Department of Human Resources to refill vacant, allocated and funded 1.0 FTE Technician I/II position. Discussion and possible action
  
  - B) FACILITY SERVICES & AIRPORTS – Dony Sawchuk  
Adopt an **ORDINANCE**, first introduced on June 03, 2014, adding Sections 6-1.119 and 6-1.120 to the Plumas County Code Relating to Control of Pets in County Parks and Campgrounds. **Roll call vote**
  
  - C) MANAGEMENT COUNCIL – Dony Sawchuk  
Executive Report for June 2014

- D) **BUILDING** – John Cunningham  
Approve supplemental budget of \$17,500 for receipt of unanticipated revenue from construction permits. **Four/fifths required roll call vote**
- E) **LIBRARY** – Lynn Sheehy  
Approve supplemental budget transfer of \$28,500 from department 20675/44079 State-Corr AB 109 for costs to provide educational services at the Plumas County Correctional Center. Discussion and possible action
- F) **SOCIAL SERVICES** – Elliott Smart  
Presentation of Social Services Trends Report for quarter ending March 30, 2014
- G) **PUBLIC HEALTH AGENCY** – Mimi Hall  
Power Point presentation on Healthy Stores for a Healthy Community Local Data Collection Campaign

4. **USDA-NATURAL RESOURCE CONSERVATION SERVICES** – Dan Martynn  
Power Point presentation of USDA Conservation Programs administered by the Quincy Local Partnership Office

5. **BOARD OF SUPERVISORS**

- A. Approve and authorize the Chair and Supervisor Swofford to sign letter to Assemblyman Dahle regarding funding LAFCo operations in rural counties. Discussion and possible action
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

**PLUMAS COUNTY FISH & GAME ADVISORY COMMISSION**

Appoint Dakota Johnson to the Plumas County Fish & Game advisory Commission representing District 4

6. **CONSENT AGENDA**

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

A) **ELECTIONS**

Certify Plumas County Election Results of the California Primary Election conducted on June 03, 2014

B) **PUBLIC WORKS**

- 1) Approve payment of \$27,400 to Darwin Ceresola for right-of-way acquisition in conjunction with the Beckwourth-Genesee Road project
- 2) Approve payment of \$19,228.46 to George Goodwin Family, LP for right-of-way acquisition in conjunction with the Beckwourth-Genesee Road project
- 3) Approve payment of \$23,888 to Sierra Group for right-of-way acquisition in conjunction with the Beckwourth-Genesee Road project
- 4) Approve payment not to exceed \$126,000 to Dwight and Carol Ceresola for right-of-way acquisition prior to June 30, 2014 in conjunction with the Beckwourth-Genesee Road project

C) **PUBLIC HEALTH AGENCY**

- 1) Approve submission of an application to LogistiCare to provide transportation services to Plumas County residents
- 2) Approve and authorize the Chair to sign Certificates of Compliance for the MediCal Cost Avoidance Program and the County Subvention Program for FY 2014-2015 from the California Department of Veterans Affairs

**D) SHERIFF**

Approve and authorize the Chair to sign contract between the Plumas County Sheriff and Deborah Freeze of \$223,000 for nursing services to Jail inmates. Approved as to form by County Counsel

**E) AUDITOR/CONTROLLER**

Adopt **RESOLUTION** adopting Proposition 4 Appropriation Limits (GANN limit) for Plumas County Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for FY 2014-2015

**F) PLUMAS EARLY EDUCATION & CHILD CARE COUNCIL**

Approve and authorize the Chair to sign 2014 Child Care Priorities Report as presented

**G) CHILD ABUSE PREVENTION**

- 1) Approve and authorize the Chair to sign one-year extension to existing agreement between Plumas County and Plumas Rural Services to provide parent education and other family strengthening services. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign one-year extension to existing agreement between Plumas County and Plumas Crisis Intervention and Resource Center to provide resource and referral services to Plumas Families. Approved as to form by County Counsel

**H) BOY SCOUTS OF AMERICA**

Approve request of Lassen District Boy Scouts to waive fees for use of the Chester Park on July 12, 2014 to be used as a "Day Camp" area for the Cub Scouts in Plumas, Lassen and Northern Sierra Counties

**I) MENTAL HEALTH COMMISSION**

Approve By-Laws of the Plumas County Mental Health Commission as presented. Approved as to form by County Counsel

**J) SOCIAL SERVICES**

Approve an interagency Memorandum of Understanding (MOU) between the Department of Social Services and the Probation Department for drug and alcohol testing services for parents of children in the Child Welfare system; authorize the Director of Social Services and the Interim Chief Probation Officer to sign the MOU as the Board's designees; and authorize the Department of Social Services and the Probation Department to execute extensions of the MOU subject to the availability of funding and an agreement regarding compensation provided that extensions shall be executed in writing. Approved as to form by County Counsel

**K) FACILITY SERVICES & AIRPORTS**

- 1) Adopt **RESOLUTION** authorizing the Director of Airports to (1) Submit Applications for Airport Improvement Program (AIP) Grants; (2) Accept AIP Grant Funds; (3) Execute AIP Grant Agreements; and (4) Implement Transfers of AIP Grant Entitlements between Plumas County Airports. **Roll call vote**
- 2) Approve budget transfer of \$4,400 from 20120/544924-Permit Center Rail to 20120/521300-Maintenance and 20120/527807-Water/Sewer to cover expenses for FY 2013-2014.
- 3) Approve budget transfer of \$2,800 from department 20891/Salaries and Benefits to department 20891/51020 Other Wages to cover extra-help for the remainder of FY 2013-2014.

**L) PUBLIC WORKS**

Solid Waste: Approve budget transfer of \$505.06 from department 20579/548211 E. Quincy Transfer Station Recycle for Recycle Improvement Project

**M) PLANNING**

Request to extend the existing contract expiration date and update the administrative contact for the contract between the USDA, Forest Service, Plumas National Forest and the County of Plumas to complete work under the existing Proposition 50 Grant; and authorize the Director of Planning to sign. Approved as to form by County Counsel

**NOON RECESS**

**Convene as the Plumas County Board of Equalization**

7. 1:30 P.M. **BOARD OF EQUALIZATION**

**PUBLIC HEARING:** Application for Reduction in Assessment filed by Dwight E. Ceresola on August 05, 2013, Parcel No. 025-030-042-000. Discussion and possible action

**Adjourn as the Plumas County Board of Equalization and reconvene as the Board of Supervisors**

8. **AUDITOR/CONTROLLER** – Roberta Allen

Authorize the Auditor/Controller to deposit into the Auditor's Trust \$75,375.36 to be received from the Plumas Superior Court pending determination of eligibility of County to receive and spend the funds. Discussion and possible action

9. **BOARD OF SUPERVISORS**

- A. Report and update by Susan Scarlett, Budget Consultant on the FY 2014-2015 Budget preparation/process. Discussion, possible action and/or direction to staff
- B. Adopt **RESOLUTION** adopting the Recommended Budget for Plumas County and the Dependent Special Districts therein for Fiscal Year 2014-2015, in Accordance with Government Code §29064.  
**Roll call vote**

10. **CLOSED SESSION**

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

- A. 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
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. Personnel: Public employee appointment or employment – Chief Probation Officer
- D. Personnel: Public employee performance evaluation – Director of Mental Health
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

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

**ADJOURNMENT**

Adjourn meeting to Tuesday, July 01, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

**Plumas County  
Community Development  
Commission**

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JA

**Memo**

**To:** Honorable Plumas County Board of Supervisors

**From:** Thomas Yagerhofer, PCCDC Finance/Deputy Director

**Date:** 6-9-2014

**Re:** Community Development Block Grant (CDBG) Annual Report to the Public and Board to include Grantee Performance Reports (GPR's), Revolving Loan Account(s) (RLA's) and Program Income (PI)

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The CDBG program presently requires an annual Public Hearing to present the Grantee Performance Reports (GPR's) and accomplishments associated with the CDBG Program.

Grant No. 10-STBG-6734 "Plumas Rural Services Building" – The Special Use Permit conditions will be satisfied this month. A contractor has been selected. Construction will begin no later than August.

Grant No. 10-DRI-6788 "Tobin Water/Planning" – The planning components of this grant (County General Plan and Hazard Mitigation Study) are essentially complete, with the latter awaiting FEMA approval. The environmental analysis for the Debris Removal portion of the grant is complete and landowner agreements are being obtained. The water system repair portion of the grant has received approval from the State Historic Preservation Office (SHPO). The environmental work is done. Engineering plans and specs have commenced with construction slated for 2015.

Grant No. 12-CDBG-8407 "Microenterprise/Planning" – In the Planning component of this grant, the Greenville Sewer Engineering Study is complete and approved by the Indian Valley CSD. The income surveys are in progress. The Grizzly Lake CSD survey is out and awaiting responses, while the Quincy/East Quincy surveys will go out in July. In the Microenterprise portion of the grant, the County-approved Microenterprise Technical Assistance (TA) and Financial Assistance (FA) Guidelines have been sent to the State. The Technical Assistance RFP solicitation closed June 13, 2014. We anticipate a summer TA start-up. Since all FA applicants are required to procure TA services, the FA can be implemented within several months of the TA start-up.

In addition, the status of the Plumas County Revolving Loan Account (RLA) is to be discussed, as well as CDBG Program Income. Late last year, the County updated its Program Income Re-Use Plan to comply with new State requirements. A singular RLA for Housing Rehabilitation was created (HR-RLA) and all PI (essentially repayments of outstanding loans) now flows into the HR-RLA, with the understanding that these funds could

be properly transferred at a later date to a Business Assistance RLA (BA-RLA) or Microenterprise RLA (ME-RLA) should a need develop in either of those areas. Although the RLA was consolidated, staff is still tracking housing loan payments separate from economic development loan payments in the event the RLA can be separated again (see below). The loan portfolio is projected to be \$713,000 at June 30, 2014. It is anticipated that the balance of the HR-RLA will be approximately \$209,000 as of June 30, 2014. There have been no new loans during the fiscal year. Program Income for the year ending June 30, 2014 was approximately \$37,300 and is anticipated to be \$20,000 for the year ending June 30, 2015. This latter number can fluctuate significantly if a large number of deferred loans are repaid.

However, the State Department of Housing & Community Development is contemplating significant changes to the structure of RLA's (soon to be re-named Revolving Loan Funds or RLF's) and the treatment of future receipts of Program Income. Although these changes have not been formalized, they will be retroactive to July 1, 2014 when implemented by the State. The distinct possibility exists that the County RLA/RLF will not be permitted to continue and the funds being received from repayments will be considered Program Income that must be spent before Grant funds are drawn down from the State.

**PLUMAS COUNTY COMMUNITY DEVELOPMENT COMMISSION, IVCS**  
**GREENVILLE SEWER AND WATER SYSTEM CONDITION ASSESSMENT**  
**REPORT OF FINDINGS AND FACILITY REHABILITATION/REPAIR RECOMMENDATIONS**

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**To:** **Jesse Lawson**, General Manager/Chief Operator  
 Indian Valley Community Services District  
**David Keller**, Executive Director  
 Plumas County Community Development Commission  
**John Mannle**, Associate Engineer/Transportation Planner  
 Plumas County Department of Public Works

**From:** **Cindy Preuss, P.E.**

**Reviewed By:** Eric Petrel, P.E.

**Date:** February 28, 2014

**Subject:** Greenville Sewer and Water System Condition Assessment

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Plumas County Community Development Commission (PCCDC) and Indian Valley Community Services District (IVCS) have obtained a Community Development Block Grant (CDBG) for improvements to the IVCS sewer system in anticipation of improvements to Highway 89 and associated County roads within the Greenville community. The roads to be improved are listed in the below **Table 1** and depicted graphically in the attached Exhibit A.

**Table 1: Roads slated for near-term improvement in Greenville.**

Jurisdiction	Street and Limits of Work
Caltrans	Hwy 89 (Ann Street/Crescent Street): Mill Street to east of Hot Springs Road
County	Mill Street: Ann to Main Streets
	Pine Street: Main to Ann Streets
	Bush Street: Main to Grand Streets
	Grand Street: Bush to Crescent Streets
	Jessie Street: Bush to Crescent Streets

Improvements required for defective or underperforming utilities within these roadway limits are, to the extent possible within the funding limits, to be performed in advance of the roadway improvements, which are slated in the near future. Information on the existing condition and/or location of both sanitary sewer and water facilities in these areas is lacking or nonexistent, prompting the need for an investigation and assessment of both. HydroScience's services were retained in order to collect, assess, and report findings toward this effort.

The primary focus of this report is to provide condition assessment findings and facility rehabilitation/repair recommendations for the existing wastewater collection system, including both manholes and pipelines. In addition, findings and recommendations pertaining to a leak detection assessment of the water pipelines also included. The recommendations provided herein are intended to inform and to help secure the CDBG funding necessary to perform rehabilitation/repair work on the wastewater and water systems in advance of the roadway improvement project(s).



## 1.0 INVESTIGATION WORK PERFORMED

HydroScience retained the services of a pipeline inspection subconsultant, Subtronic Corporation, to perform the following services within the areas of the upcoming road improvements:

- Collect survey data for manholes, including sewer manhole rim and invert elevations.
- Perform visual condition assessments of sewer manholes consistent with the National Association of Sewer Service Companies (NASSCO) Manhole Assessment and Certification Program (MACP) defect rating system.
- Perform condition assessment of sewer pipelines consistent with the NASSCO Pipeline Assessment and Certification Program (PACP) defect rating system.
- Locate underground water pipelines using electromagnetic utility detection and ground penetrating radar.
- Perform a leak detection survey of the water pipelines using an acoustic leak noise detector.

Details on the investigation efforts are further described below.

### 1.1 Wastewater Collection System

The inspection of the wastewater collection system included a condition assessment of 30 manholes and closed-circuit television (CCTV) inspection of 7,458 feet of sewer pipelines. The bulk of the work was conducted in December of 2013, with a remaining amount of footage collected in February 2014. In advance of video inspection, the pipelines were cleaned with a hydrojetter in accordance with PACP guidelines.

*Important note: There were significant challenges to performing the cleaning of sewers due to freezing weather during the December 2013 investigation window; the equipment and fluid was easily prone to freezing and, from the necessity of having to heat and thaw them, significantly delayed CCTV operations. Additionally, some sewers only received light cleaning where heavier cleaning was found to be necessary; heavier cleaning was not performed given the already substantial delays and difficulty associated with ongoing thawing of equipment and fluid. Further discussion on this subject is provided in section 2.*

The CCTV and visual manhole data collected were reviewed per the NASSCO PACP and MACP defect coding systems, respectively. Total station or GPS was used to collect horizontal coordinates and elevations (the latter based upon an arbitrary control or datum) of the facilities. Measurements from rim to incoming and outgoing pipeline inverts were taken at each manhole. Coordinates were also taken from the sonde placed on the CCTV camera within the first few feet of the manhole in order to verify alignment of each incoming/outgoing pipeline relative to the pipe's assumed exit from the manhole.

Coordinate values of manhole locations and horizontal pipeline alignments were compiled in an AutoCAD file, including invert depth information, pipe size, and pipe material.

## 1.2 Water System

The inspection of the underground water pipeline system totaled approximately 7,000 feet, and included locating the water pipelines and buried water valves, as well as performing a water leak investigation. Water leak pinpointing was performed using a correlator on the located water pipeline.

Total station or GPS was used to collect horizontal coordinates of water valves and meters. Electromagnetic detection and/or GPR was used to collect locations and depths of the water pipelines. Depths provided are from the existing ground surface elevation to the centerline of the pipe.

*Important note: There were also challenges collecting water valves/meters due to the weather (ice and snow). Additionally, there were difficulties detecting pipeline locations and depth information due to the limitations in using GPR when a pipeline is undetectable otherwise. Further discussion on this subject is provided in section 2.*

Coordinate values of water locations were compiled in an AutoCAD file, including pipe sizes and depths, and locations of water meters and valves.

## 2.0 INVESTIGATION FINDINGS

### 2.1 Sewer Manholes

Each sewer manhole received a visual inspection that evaluated the condition of the following structural components:

- Manhole cover
- Surface/Steps
- Hole/insert
- Ring
- Frame, Frame/Seal
- Chimney
- Cone
- Wall
- Bench/Channel

In general, most manholes inspected have circular cast-iron covers 26-inches in diameter; reinforced concrete chimneys, cones, and walls; eccentric cones; non-reinforced concrete benches; and no steps.

Manhole inspection reports were prepared for each structure and transmitted to IVCS. Aside from data documented for each structural component listed above, surface proximity photos and photos of the manhole interiors are also included in the reports, along with the defect ratings for each manhole.

The manhole inspection generally revealed manholes in adequate or better condition, with no defects detected.

IVCS Staff have reported “spraying water” in MH37. The manhole inspection did not reveal defects that would cause this, although it is possible that in cases of high groundwater seepage may issue from the manhole walls as a spray. This is speculation; further investigation is encouraged should Staff experience this to be problematic.

**2.2 Sewer Pipelines**

**2.2.1 GENERAL FINDINGS**

All pipes inspected for this effort are of Vitrified Clay Pipe (VCP) material. Sizes range from 6 to 10 inches, with buried depths up to 15 or more feet. The sewer system map showing sewer segments, sizes, depths, and structures (cleanouts and manholes) is provided in **Exhibit B**.

Defect coding for the CCTV pipeline inspection is separated into structural and operations and maintenance (O&M) defects. The distinction between these often prompts priority consideration of the structural defect ratings (cracks, sags, defective joints, holes, breaks, etc.), with secondary consideration of the O&M defect ratings (roots, defective lateral connections, obstructions, high water level, etc.). Ten of the 32 pipeline segments inspected that are within the pavement improvement limits show structural defects, while 16 of the 32 show O&M defects. Defects range from minor (light) to major (severe), with the majority on the former end.

While the IVCS agrees that O&M defects within the system are less of a priority than structural defects, certain lines where debris, sags, roots, and obstacles prevented their full length inspection will need to be cleaned and re-inspected for possible structural defects that might require immediate attention. Note that root intrusion often permits inflow and infiltration (I/I) into the sewer system during wet season; lining of the pipeline would reduce system loading in these cases.

**2.2.2 PACP RATING SYSTEM**

The PACP rating system provides grades for a given pipe segment, which are associated with various pipe conditions. The structural defect grades and general descriptions are described below in **Table 2**.

**Table 2: Structural Defect Grade PACP Descriptions.**

Grade of Pipe	General Condition Description
Grade 5	Collapsed or collapse imminent
Grade 4	Collapse likely in foreseeable future
Grade 3	Collapse unlikely in near future
Grade 2	Minimal collapse risk
Grade 1	Acceptable structural condition

Individual reports on each sewer reach were provided by Subtronic and transmitted to the IVCS. Defect codes are included as 4-digit ratings:

- The first digit is the highest (worst) defect grade discovered in the sewer reach.

- The second digit is the number of occurrences associated with the highest defect grade.
- The third digit is the second-highest defect grade discovered in the system.
- The fourth digit is the number of occurrences associated with the second-highest defect grade.

For example, a code of 4123 would indicate a grade 4 defect was found in one location on a given pipe segment, and a grade 2 defect was found in three locations. This code would also indicate that grade 4 is the highest grade defect found in the segment, and grade 2 is the second-highest grade defect found.

A list of all pipe segments with PACP defects is provided in **Table 3 (Attachment 1)**, along with a discussion on recommended action to address the defects, where necessary. Adjustments have been made to certain defect codes based upon HydroScience's CCTV assessment. The adjusted codes are shown alongside the structural and O&M defect codes that were provided by Subtronic. Segments without defects are excluded from the table, as are segments outside the limits of street work.\*

\*Three segments of pipe (MH18-MH19, MH18-MH17, and MH13-CO12) that are outside of limits of street work were also CCTV'd. IVCS should note that these pipes will require additional cleaning, re-CCTV, and possible point repairs at some point in the future.

### 2.2.3 HYDRAULIC CHARACTERISTICS

Slopes were calculated for problem sewer pipeline segments and compared against a typical 0.0050 minimum slope for small diameter collector pipelines. This translates to 2 feet per second velocities in the system, which is desirable for self cleaning operations. Slopes less than 0.0050 in small diameter sewer pipes often exhibit higher flow levels and deposited debris due to the lower velocity associated with a combination of these conditions.

For the purposes of this analysis, we have adopted a hydraulic measuring standard of this 0.0050 for all sewers in the limits of the project. Slopes on the pipelines that have possible sags and/or heavy debris buildup are calculated to be either adequate at 0.0050 or better, or are inadequate at less than 0.0050 yet without opportunity to correct the slopes. Correcting the grade of the pipe in the low slope reaches would require removal and replacement of some upstream and/or downstream connecting reaches of pipe and associated manholes that are otherwise adequate as-is.

Pipe segments with less than 0.0050 slopes include:

MH11-MH28 S=0.0043

MH34-MH38 S=0.0040

MH33-MH34 S=0.0036

MH40-MH41 S=0.0015\*

*\*CCTV footage indicates the slope varies within this reach and appears to have adequate velocity throughout.*

Per IVCS Staff, surcharge occurs in manholes 10 and 11, but to date no overflows have resulted. The surcharge may be due to excessive I/I (no CCTV was collected as this segment is

outside of the limits of work), and/or may be related to the low slope in the downstream segment between MH11-MH28. Again, correcting the grade in this segment would require significant up- and downstream pipeline replacement to make up the increased grade without causing further issues in the system.

No recent capacity study or modeling has been done on the sewer system in order to determine if the existing pipe sizes are adequate to accommodate the flow within the system. Without this information it is not possible to determine whether slope corrections would resolve or just improve flow level and/or surcharge issues. *IVCS is encouraged to perform an analysis of their collection system in order to identify and slate improvements for proper sizing and flow velocities in the system.*

For now, no slope corrections are recommended.

## 2.3 Water Pipelines

### 2.3.1 WATER LOCATION SURVEY

The water system map showing water pipes, meters, valves, sizes and depths is provided in **Exhibit C**. The locating information provided by Subtronic was compared against two District maps provided by IVCS. Lines shown on the District maps/as-builts that were not picked up by Subtronic were drawn in thick red dashed lines in the AutoCAD drawing. One length of pipe that was not shown in any of the District info but picked up by Subtronic was circled in the AutoCAD drawing. HydroScience encourages IVCS to:

- Review the AutoCAD information added from the maps/as-builts and, based upon staffs' institutional knowledge, consider whether these lines still exist or have been removed or abandoned since their construction.
- Merge and supplement the information obtained through Subtronic and maps/as-built data with District mapping information on those streets that are not within the paving limits (not all water facilities were located on ancillary streets).

Per IVCS staff, existing water pipeline materials are mostly polyvinyl chloride (PVC) and steel, with asbestos cement (AC) in some areas.

Depths of pipes that were electronically located and listed were verified with GPR. GPR only was used on pipes that were not electronically locatable. Depth readings provided by Subtronic range from 2-3 feet deep up to 7 feet deep; it is suspected that the greater depth readings may be inaccurate, either due to the use of GPR only (for otherwise un-locatable lines) or to accidentally detecting a nearby utility that wasn't a water line. However, certain segments that were identified by GPR as being 6-7 feet deep were known to IVCS staff to only be approximately 3 feet deep.

As IVCS moves forward with their asset management program, Staff is encouraged to verify sizes and depths against their institutional knowledge and consider any deviations from the data obtained by GPR. In addition, or alternatively, IVCS may opt to obtain measurements to the

top of the valve nuts in order to aid in calculating more accurate pipeline depths for those registered at the 5-7 depth range.

### 2.3.2 LEAK DETECTION SURVEY

Leak detection findings revealed two leaks in the system. These were discovered at the following locations:

1. Between 302 and 310 Bush Street north of fire hydrants.
2. In front of 201 Main Street near the crosswalk.

A Water Leak Investigation Report describing these findings is included as Attachment 1. IVCS Staff have already repaired the leaks in these locations.

### 2.3.3 OTHER INVESTIGATION FINDINGS

Aside from the leak detection survey, the County reports that the water mains on Main Street and on Ayoub Alley need to be replaced. These areas are outside of the limits of pavement improvement, although consideration should be given for other water lines that are of like age, material, and depths in these areas before pavement improvements are performed. While leak detection is useful for identifying holes in the pipes, this investigation on its own is not comprehensive. Without additional information (wall thickness testing, history of emergency repairs, etc.), failures may occur where holes have not yet broken through. *IVCS Staff is encouraged to perform additional wall thickness testing on water lines within the limits of pavement improvements to identify and schedule repair work to the water system.*

No recent capacity study or modeling has been done on the water system. The only area with known water capacity issues is at Pine Street and Ann Street to the East. The existing 6 inch water line crosses from north to south on Ann Street, then is capped on the south side. A 1-1/2 inch hot tap raises up off the 6 inch line to intercept a 2 inch water line running east to west. The 2 inch line is reported to have approximately 26 services. Without performing a capacity analysis or system model, hydraulic hindrances are apparent in this system given the significant capacity reduction and pressure demands of the downstream system.

Accounting for adequate fire flow and placement of PRVs is critical to ensuring the needed performance of the Greenville water system. *HydroScience recommends modeling of the water system to properly identify and schedule needed capacity improvements to ensure protection of the public.*

## 3.0 FINDINGS AND RECOMMENDATIONS

Based upon the investigation efforts performed to date and our analysis of the findings, HydroScience recommends the following improvements to the Greenville Sewer System prior to the pavement improvement project (segments to receive the various improvements are noted in the **Table 4** that follows):

- Perform heavy cleaning and re-CCTV inspection prior to initiating repair or rehabilitation work on identified segments in order to properly ascertain the extent of the defects otherwise concealed by debris, heavy roots, or unknown obstruction(s)/blockage.
- Perform light cleaning and root treatment on identified segments to help contain minor cracks at joints.
- Perform CIPP point repairs extending across joints with moderate to severe cracks or breaks.
- Perform full length structural CIPP lining to protect against propagation of existing pipeline cracks and allow for increased structural integrity to protect against traffic loading.
- Perform point repairs by removal and replacement in areas where trenchless techniques are not feasible, such as in areas of sags and areas with complete blockage.
- Remove and replace cleanouts where existing cleanout is structurally damaged.

**Table 4 – Recommended Sewer Repairs**

Street	Fr MH	To MH	Sz	Cleaning (ft)		Re-CCTV (ft)	Root Treat (ft)	Point Repair (ft)			Full Line Repair (ft)		Structure R/R	
				Heavy	Light			R/R	Confd/ Assumed	CIPP	Confd/ Assumed	R/R	CIPP	CO (ea)
Ann Hwy89	11	28	10	223		223		120	A					
	26	co27	6		@CO Only		352							
Mill Hwy89	6	9	6									222		
	34	38	10	313		313		20	A	3	C			
Grand Jessie	37	35	8	311		110		110	A					1
	25	co24	6					5	C					
Hwy89	33	34	10	503		503		70	A					
Hwy89	34	33	10											
Ann Hwy89	7	co8	6							3	C			
	28	29	10	375		25		25	A					
Ann St	2	3	6							3	C			
Bush	16	17	6		294		294							
Mill Hwy89	4	6	6					45	C					
	co36	35	6					5	C	3	C			1
Hwy89	39	40	12	39										

Notes:

1. Confirmed (C) means defect is visible in existing CCTV footage.
2. Assumed (A) means that repair or replacement work is anticipated to be needed based on existing CCTV footage, but requires verification through cleaning and re-CCTV in advance of performing work.

Based upon the investigation efforts performed to date and information received from IVCS Staff, HydroScience offers the follow recommendations for improvements to the Greenville Water System prior to the pavement improvement project:

- Remove 1-1/2 inch hot tap and tee connection south of the Pine and Ann intersection.
- Remove 2 inch steel pipeline from intersection to east and replace with 6 inch HDPE.
- Construct tee on existing 6 inch north-south line to connect into new 6 inch HDPE to east.
- Reconnect services formerly connected to 2 inch steel pipeline to new 6 inch HDPE pipeline.

These improvements are aimed at protecting public health and safety by allowing better hydraulics for fire flow.

#### **4.0 CURED-IN-PLACE PIPE (CIPP) TECHNOLOGY DESCRIPTION**

Rehabilitation by the CIPP method consists of inserting a resin-impregnated flexible tube through the host pipe and curing the tube to the interior wall of the host pipe using hydrostatic pressure and heat. The liners recommended herein (for point repairs or full pipe lining) shall be fully structural, or designed as "Class IV" liners.

#### **5.0 PRELIMINARY CONSTRUCTION COST ESTIMATE**

Tables 5 and 6 (following page) summarize the conceptual level construction cost estimates for sewer and water improvement work, respectively.



**Table 5 – Estimate of Conceptual Level Probable Construction Costs-SEWER**

Item	Description	Qty	Unit	Unit Price	Total Price
G1	Mobilization and Demobilization (5%)	1	LS	\$ 6,748	\$ 6,748
G2	SWPPP Compliance (Allocation)	1	LS	\$ 5,000	\$ 5,000
G3	Sheeting, Shoring, and Bracing	1	LS	\$ 10,000	\$ 10,000
G4	Bypass Pumping	1	LS	\$ 3,000	\$ 3,000
G5	Traffic Control (3%)	1	LS	\$ 4,049	\$ 4,049
	1 6" CIPP Point Repair (3-5')	4	EA	\$ 3,500	\$ 14,000
	2 10" CIPP Point Repair (3-5')	1	EA	\$ 4,200	\$ 4,200
	3 6" CIPP Lining (Class IV)	222	LF	\$ 150	\$ 33,300
	4 Remove and Replace Cleanout on 6" line	2	EA	\$ 2,500	\$ 5,000
	5 Point Repair 6" R/R PVC SDR 35	55	LF	\$ 120	\$ 6,600
	6 Point Repair 8" R/R PVC SDR 35	110	LF	\$ 160	\$ 17,600
	7 Point Repair 10" R/R PVC SDR 35	235	LF	\$ 200	\$ 47,000
	8 Heavy Cleaning/Jetting	1764	LF	\$ 2	\$ 3,528
	9 Light Cleaning/Jetting	294	LF	\$ 1	\$ 294
	10 Root Treatment	646	LF	\$ 0.75	\$ 485
	11 Re-CCTV	1174	LF	\$ 1	\$ 1,174
	12 Pipe Dewatering	1764	LF	\$ 1	\$ 1,764
				<b>Total</b>	<b>\$ 163,742</b>
				35% Contingency	\$ 57,310
				<b>Total</b>	<b>\$ 221,051</b>

**Table 6 – Estimate of Conceptual Level Probable Construction Costs-WATER**

Item	Description	Qty	Unit	Unit Price	Total Price
G1	Mobilization and Demobilization (5%)	1	LS	\$ 3,180	\$ 3,180
G2	SWPPP Compliance (Allocation)	1	LS	\$ 500	\$ 500
G3	Sheeting, Shoring, and Bracing	1	LS	\$ 2,000	\$ 2,000
G4	Traffic Control (2%)	1	LS	\$ 1,272	\$ 1,272
	1 Remove 1-1/2" Hot Tap and 1-1/2x2 Tee	1	LS	\$ 100	\$ 100
	2 R/R 2" Steel with 6" HDPE DR 9/11	415	LF	\$ 110	\$ 45,650
	3 Construct 6x6 Tee	1	EA	\$ 690	\$ 690
	4 Reconnect Services	26	EA	\$ 660	\$ 17,160
				<b>Subtotal</b>	<b>\$ 70,552</b>
				35% Contingency	\$ 24,693
				<b>Total</b>	<b>\$ 95,245</b>

## 6.0 NEXT STEPS

IVCS and Plumas County will utilize the information provided herein to secure funding for execution of the recommended work.

*\*\*\*END REPORT\*\*\**

**ATTACHMENT 1**

**TABLE 3  
SEGMENTS WITH PACP DEFECTS**

TABLE 3  
SEGMENTS WITH PACP DEFECTS

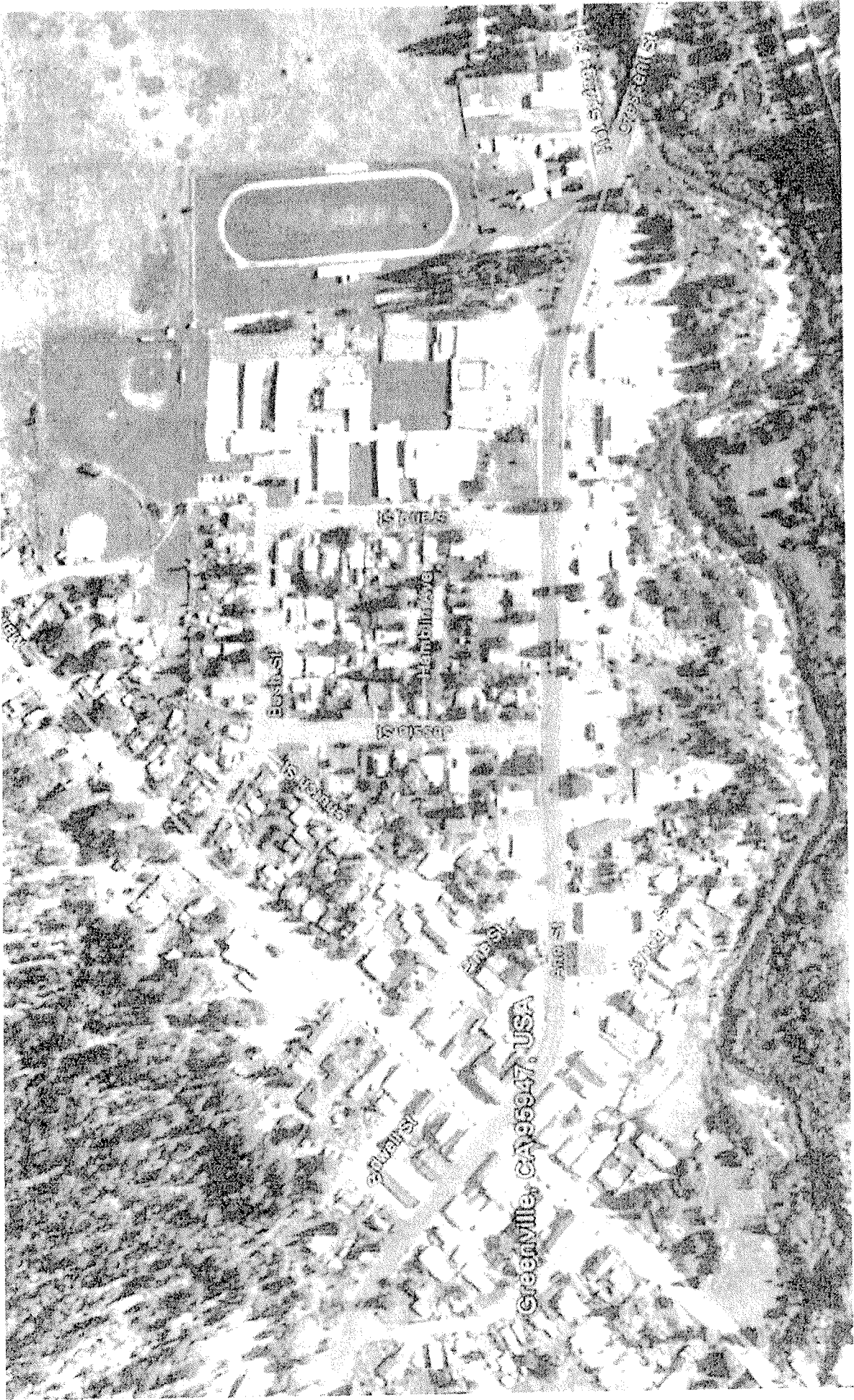
Street	Fr MH	To MH	PACP Defect Codes				CCTV L (ft)	Map L (ft)	CCTV L (ft)	Main Features	Defect Codes	Action Recommended
			VCP	Sz	S	O&M Adj						
Ann	11	28	VCP	10		4100	137	223	Abandoned Survey		Need heavy cleaning, may be sag or may just be heavy flow with poor hydraulics. 81.9' to 108.9' may be sag (may start earlier) since goes from 15% to 50% to 5% full starting at 66.8' from MH 11. Assume 30' R/R roughly between 66.8' and 108.9' (actual length determined once re-CCTV). Need remaining 86' of CCTV, but likely another sag exists (assume 90' R/R). Slope <.5%, but no oppy to make adjustments given inverts up and downstream.	
Hwy89	26	co27	VCP	6		1500	352.2	354	Blockage near Z7	RFJ 3 locations, LU, LD	Could do for cleaning and root treatment, but not critical. District may want to clean just to remove blockage at U/S cleanout (doubtful will reveal any pt repair since is beg of line).	
Pine Mill	14	20	VCP	6	1100		275.6	272	Crack	CC	Very light crack at joint. No work needed.	
	6	9	VCP	6	3222	1100	222.2	220	Cracks, fractures-spiral & longitudinal	CM/FL, CS 2 locations	Cracks appear to result from loading. Need to line full pipe with structural liner; defects extend near MH6 to ~50'. Concerned of structural integrity-moderate CS may quickly become average or heavy; average CM/FL may quickly become heavy or severe.	
Hwy89	34	38	VCP	10	5200	5141	412K	412K	Broken @ joint (only cracks on both sides of joint, no void) Debris below flowline Camera underwater Cannot pass obstacle at 119.5; 70' to 119.5' contin. underwater w/ild ability to view anything.	B 2 locations, DSC for almost 300' continuous plus 2 spot locations, MCU	Need pt repair @ break (CIPP). Need heavy cleaning to confirm if sag between ~291 & ~312 ft MH34 (183.6 40% MWL to 80% 295.8 to MCU 298.9) or if just low slope w/consequential debris buildup (assume R/R 20'). Pipe otherwise appears in adequate condition. Slope is <1/2%, but no oppy to make adjustments given inverts up and downstream.	
Grand	37	35	VCP	8		2111	413B	413B	Cannot pass obstacle at 119.5; 70' to 119.5' contin. underwater w/ild ability to view anything.	OBZ/MSA near middle; added defect 3B for continuous underwater @ ~50% full.	Need heavy cleaning to see if can clear obstacle(s) & pipe for viewing. Slope is adequate, so MWL may be due to blockage from (or between?) 82.5 to 191.5' or sag. Assume R/R between blockage each direction. Need remaining 109' CCTV (see 35-37).	
Grand	35	37	VCP	8		2111	4111	4111	Cannot pass obstacle	OBZ/MSA near middle	See 37-35 notes. Blockage may be continuous from 82.5 to 191.5.	
Jessie	25	co24	VCP	6	5100		529.1	520	Broken plus long crack	B	Long distance between manholes but pipe in adequate condition. Need point repair (R/R) at cleanout and assume new CO. (Couldn't access CO.)	
Hwy89	33	34	VCP	10		4121	413B	413B	Cannot pass debris	DSZ continuous for 262' plus one impassable	Need heavy cleaning to remove settled deposits and verify need for point repair at impassable location 362' f/33 and 73.7' f/34 (see 34-33). Need remaining 67.3' CCTV. May have sag between impassable debris (assume R/R 70'). Slope is <1/2%, but no oppy to make adjustments given inverts up and downstream.	
Hwy89	34	33	VCP	10		2800	412B	412B	Cannot pass debris	DSZ continuous for 67.8' plus one impassable	See 33-34 notes	
Bush Ann	21	7	VCP	6	1100	1200	269.5	270	Jogs in line	LR/LL	No work needed.	
	7	co8	VCP	6	1100	2100	125.5	139	Crack at joint	CC-pipe not flush on either side	Could become worse to break, allow 1 CIPP point repair as lower priority work (fund depending).	
Hwy89	28	29	VCP	10		4111	379.4	375	Camera underwater	MCU >50% flow	Need heavy cleaning to view and confirm sag (303.2' to 328.4' 65% MWL to MCU to 50% MWL). Assume 25' R/R in case sag.	
Mill Ann St	9	10	VCP	6		1100	268.9	165	Jog in line	LL	No work needed.	
	2	3	VCP	6	1100	4700	277.8	273	crack at joint, both sides=break	CC	Point repair CIPP--may advance quickly to higher defect rating	
Franklin	7	9	VCP	6		1100	301.1	300	Jog in line	LD	No work needed.	

TABLE 3  
SEGMENTS WITH PACP DEFECTS

Street	Ft. MH	To MH	Matl. Sz.	S	S Adj.	O&M	O&M Adj.	CCTV L (ft)	Map L (ft)	CCTV Constraints	Main Features	Defect Codes	Action Recommended
Bush	16	17	VCP	6	2100	1100		295.2	294		crack and roots in joint	CL, RFJ	Need cleaning. No point repair needed (very minor).
Hwy89	26	25	VCP	6		1200		294.8	290		Jogs in line	LD at 2 locations	No work needed.
Jessie	25	33	VCP	6		1300		35.4	38		Jogs in line	LD at 3 locations	No work needed.
Grand	23	37	VCP	8		1400		361.5	359		Jog in line & vermin	VZ at 2 locns, LD	No work needed.
Mill	4	6	VCP	6	2900			189.4	189		Sag continuous for 43'	MWLS	Sag not too big but long. Need R/R for full 43'. Slope MH-MH is not a problem.
Hwy89	co36	35	VCP	6	3112	4131		250.9	250		multiple and circumf cracks, offset joint, and evidence of infiltration	CM, CC, JOM, IS at 2 locations	CM (grade 3) needs CIPP point repair. CC upgraded to 4 due to hole and damage from break in tap above-R/R. Offset joint is at cleanout; need new CO vs. fix of OS.
Hwy89	39	40	VCP	12		4127		30.6	39	Abandoned Survey	Capped MH-40-no access this end	DAGS at 3 locations, DSZ at 2 locations	Outside of needing heavy cleaning, no repairs needed.

**EXHIBIT A**

**PAVEMENT IMPROVEMENT LIMITS OF WORK  
GREENVILLE, CA**

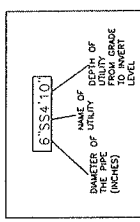
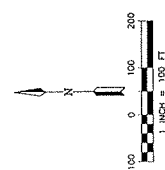


**EXHIBIT B**

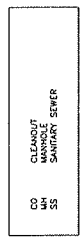
**GREENVILLE SEWER SYSTEM MAP**

(PREPARED BY SUBTRONIC;  
REVIEWED/SUPPLEMENTED BY HYDROSCIENCE)

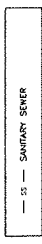




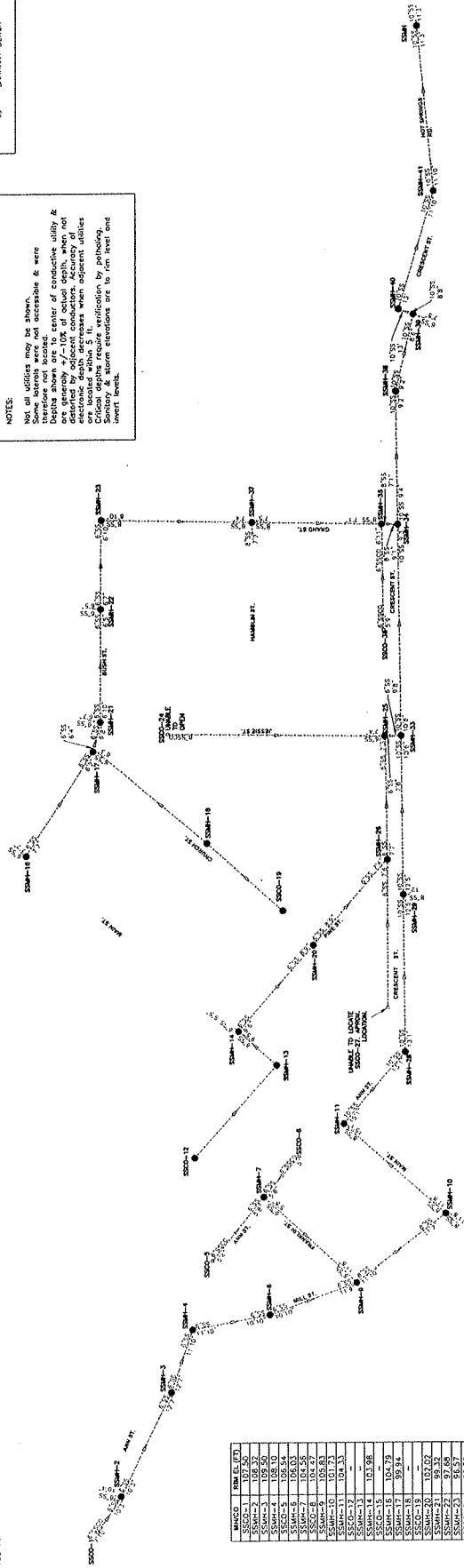
ABBREVIATIONS:



LEGEND:



NOTES:  
 Not all utilities may be shown.  
 Depths shown are to center of conductive utility & therefore not located.  
 Depths shown are to center of conductive utility & therefore not located.  
 Accuracy of depths may vary due to electronic depth decreases when adjacent utilities are present.  
 Critical depths require verification by probing.  
 Storm elevations are to rain level and invert levels.



-SURVEY CROSSINGS ARE APPROXIMATE. NOT ALL WATER METERS AND UTILITY WERE LOCATED. MANUAL WERE MAN SURVEY WAS DONE FOR CONTRACT. SANITARY SEWER LINE NOT LOCATED.

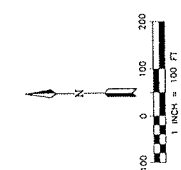
MANHOLE	INVERT ELEVATION
SSMD-1	107.50
SSMD-2	108.32
SSMD-3	108.10
SSMD-4	108.10
SSMD-5	108.54
SSMD-6	108.54
SSMD-7	108.54
SSMD-8	108.47
SSMD-9	107.93
SSMD-10	107.93
SSMD-11	108.33
SSMD-12	107.93
SSMD-13	107.93
SSMD-14	107.98
SSMD-15	108.79
SSMD-16	108.79
SSMD-17	99.84
SSMD-18	-
SSMD-19	107.07
SSMD-20	107.07
SSMD-21	99.26
SSMD-22	99.26
SSMD-23	99.26
SSMD-24	99.26
SSMD-25	99.26
SSMD-26	99.26
SSMD-27	99.26
SSMD-28	99.26
SSMD-29	99.49
SSMD-30	99.49
SSMD-31	99.49
SSMD-32	99.49
SSMD-33	99.49
SSMD-34	99.49
SSMD-35	99.49
SSMD-36	99.49
SSMD-37	99.49
SSMD-38	99.49
SSMD-39	99.49
SSMD-40	99.49
SSMD-41	99.49
SSMD-42	99.49

EXHIBIT B  
 PLUMAS COUNTY COMMUNITY DEVELOPMENT COMMISSION  
 INDIAN VALLEY COMMUNITY SERVICES DISTRICT  
 GREENVILLE SEWER AND WATER SYSTEM CONDITION ASSESSMENT  
 SANITARY SEWER SYSTEM MAP

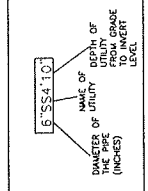
**EXHIBIT C**

**GREENVILLE WATER SYSTEM MAP**

(PREPARED BY SUBTRONIC;  
REVIEWED/SUPPLEMENTED BY HYDROSCIENCE)



- SURVEY NOTES**
- 1 UNABLE TO LOCATE
  - 2 LOST SIGNAL ON WATER
  - 3 FOUND USING GPR
  - 4 WATER LOCATED USING SONIC LOCATOR, DEPTH ESTIMATED BY GPR.
  - 5 POSSIBLE WATER LEAK FOUND.



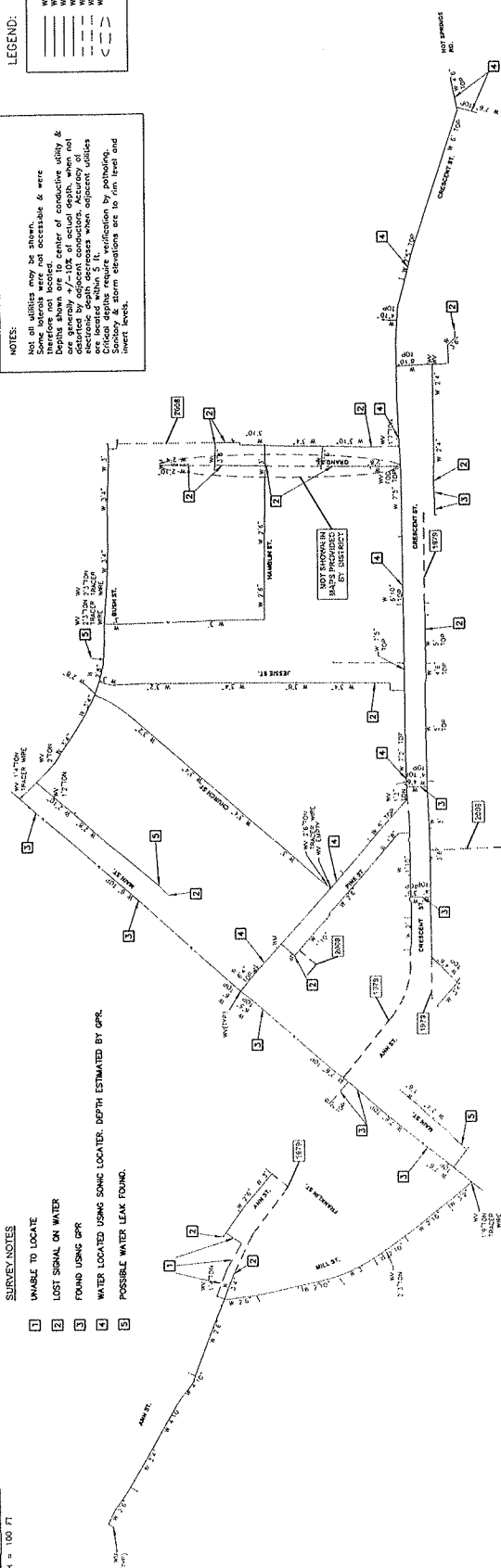
**ABBREVIATIONS:**

- FDP FULL OF DEBRIS
- NL NOT LOCATED
- DN DEEPER THAN TELEPHONE
- CM CONCRETE MANHOLE
- W WATER
- WW WATER VALVE

**LEGEND:**

- WATER PVC WITH TRACER
- WATER ALUMINUM
- WATER STEEL
- WATER DUCT IRON
- WATER DUCT CAST IRON
- WATER DUCT PER DISTRICT MAPS
- WATER LINE NOT SHOWN IN DISTRICT MAPS

**NOTES:**  
 Not all utilities may be shown. Some laterals were not accessible & were not shown. Depths shown are to center of conductive utility & are generally approximate. Accuracy of electronic depth decreases when adjacent utilities are present. Precise depths require verification by potholing. Sanitary & storm elevations are to rim level and invert levels.



—DISTRICT COORDINATES ARE APPROXIMATE. NOT ALL WATER METERS AND LATERALS WERE LOCATED. AIRTIAL WATER MAIN SURVEY WAS DONE FOR CONTRACT. SHOWN SPOT LINE NOT LOCATED.

**EXHIBIT C**  
 PLUMAS COUNTY COMMUNITY DEVELOPMENT COMMISSION  
 INDIAN VALLEY COMMUNITY SERVICES DISTRICT  
 GREENVILLE SEWER AND WATER SYSTEM CONDITION ASSESSMENT  
 WATER SYSTEM MAP



2

## PLUMAS COUNTY COORDINATING COUNCIL

### AGENDA REQUEST

for the June 17, 2014 Meeting of the Plumas County Board of Supervisors

June 9, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Chair, PCCC

Handwritten signature of Robert A. Perreault in black ink.

Subject: Draft Letter Pertaining to the Project to Remove Trout from Gold Lake proposed by the California Department of Fish and Wildlife. Discussion and Possible Action.

### Background:

On May 6, 2014, staff -- Biologist Kevin Thomas and 2 other staff members -- from the California Department of Fish and Wildlife (CDFW) participated in a discussion with the Plumas County Board of Supervisors regarding the CDFW Project to Remove Trout from Gold Lake.

On June 5, 2014, the Plumas County Coordinating Council (PCCC) considered the matter and adopted a motion, directing the Chair and 2 members of the PCCC to draft/edit a recommended letter of opposition and submit same to the Board of Supervisors for their consideration.

As of June 9, 2014, County staff has been advised that the project work is scheduled to commence in early July.

The PCCC task committee will submit a draft letter on this matter to the Board of Supervisors. Once that draft letter is finalized on behalf of the PCCC, it will be submitted to the Clerk of the Board and be available for review by the public during normal business hours. It will also be distributed at the meeting of the Board of Supervisors, scheduled for June 17, 2014.

### Recommendation:

The PCCC respectfully recommends that the Board of Supervisors adopt and send an opposition letter to the California Department of Fish and Wildlife.

3A1-4

## DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [gaylatrumbo@countyofplumas.com](mailto:gaylatrumbo@countyofplumas.com)



Gayla S. Trumbo  
*Human Resources  
Director*

DATE: April 30, 2014

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, HR Analyst

SUBJECT: Patient Protection & Affordable Care Act Employee Work Hour Definitions for offer of Health Insurance Coverage.

Recommendation:

Adopt the recommended changes due to Patient Protection & Affordable Care Act Shared Responsibility for Employers Regarding Health Coverage Rules regarding employee work hour definitions for the offer of health insurance coverage.

Background and Discussion:

Under the PPACA, for the purposes of health insurance offers of coverage to employees is now based on hours of service. Full time is defined by an average of 30 or more work hours per week or 130 or more per month. For the purposes of offering health insurance, new Rules mandate all full time employees must receive a quality offer for health insurance according to the Safe Harbor Measurement Period.

The IRS issued final regulations on the employer shared responsibility provisions of the Patient Protection and Affordable Care Act (PPACA), often referred to as the "play or pay" mandate, on February 9, 2014. With the release of the final regulations, Plumas County now have the information needed to finalize and implement a strategy for complying with the law's employer shared responsibility provisions. It is recommended all employees work hour definitions for offer of health insurance coverage are adopted.

BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO ADOPT EMPLOYEE WORK HOUR DEFINITIONS REGARDING OFFERS OF HEALTH INSURANCE COVERAGE IN COMPLIANCE WITH THE PATIENT PROTECTION & AFFORDABLE CARE ACT.

WHEREAS, The Patient Protection & Affordable Care Act (“PPACA”) added Section 4980H, Shared Responsibility for Employers Regarding Health Care Coverage, to Title 26 of the United States Code, the Internal Revenue Code (“Section 4980H”); and

WHEREAS, Section 4980H became effective January 1, 2014, with the 2014 calendar year serving as a transition year, requiring changes to health benefits eligibility criteria based on employees’ hours of service.

WHEREAS, Section 4980H imposes an assessable payment on an applicable large employer when (1) it fails to offer “substantially all” of its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage, or offers coverage to “substantially all” of its full-time employees (and their dependents) that is either “unaffordable” or does not provide “minimum value,” and (2) any full-time employee is certified to the employer as having received a subsidy for coverage through the exchange (“Penalty”); and

WHEREAS, the County of Plumas (“County”) is considered an applicable large employer because it employed an average of at least 50 full-time employees (including full-time equivalents) on business days during the preceding calendar year; and

WHEREAS, adopting the PPACA Work Hour Policy definitions for determining full time employment status is in the best interest of the County to grant the County Departments the guidelines and flexibility necessary to accomplish Department’s goals.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the following definitions relating to employee hours of service are adopted:

1. Patient Protection & Affordable Care Act (PPACA) –The following definitions apply only apply with respect to the County’s offers of health insurance coverage, and not to determining an employee’s eligibility for any other benefit or status:
  - a. Full Time Employee: A full-time employee is defined as an employee whose hours of service, aggregated among all County departments for which the employee performs work, average thirty (30) or more per week.
  - b. Part Time Employee: An employee whose hours of service average less than thirty (30) per week or 120 per month.

- c. Hours of Service: Hour of service means each hour for which an employee is paid, or entitled to payment, for duties performed or no duties performed due to vacation, holiday, illness, incapacity (including disability) lay-off, jury duty, or leave of absence.
2. County department heads shall obtain the approval of the Board of Supervisors prior to permitting any part-time employee to work in excess of twenty-nine (29) hours in any week.

PASSED AND ADOPTED this \_\_\_ day of June, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Nancy DaForno, Clerk of the Board

# DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [gaylatrumbo@countvofplumas.com](mailto:gaylatrumbo@countvofplumas.com)



Gayla S. Trumbo  
*Human Resources  
Director*

DATE: April 30, 2014

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, HR Analyst

SUBJECT: Patient Protection & Affordable Care Act Safe Harbors for Look Back Measurement Periods and Three Affordability Safe Harbors.

## Recommendation:

Adopt Resolution approving PPACA safe harbors for the look back measurement period for the purposes of tracking employees hours of service (work hours) and adopt the affordability safe Harbors for managing affordability criteria for employees health insurance coverage.

## Background and Discussion:

The IRS issued final regulations on the employer shared responsibility provisions of the Patient Protection and Affordable Care Act (PPACA), often referred to as the "play or pay" mandate, on February 9, 2014. The ACA requires employers to make significant changes in how they define eligibility for health benefits purposes and administer plan eligibility rules. Compliance with the law's detailed requirements is essential in minimizing an employer's liability for penalties that the IRS will begin assessing for 2015.

The final regulations allow employers to use an optional look-back measurement method to determine whether employees with varying hours and seasonal employees are full-time. Under the look-back measurement period approach, an employer determines an employee's status as a full-time employee during a future period (referred to as the stability period) based on the hours of service of the employee in a prior period (referred to as the measurement period). It is recommended to adopt a policy for the Look Back Measurement Safe Harbor.



BOARD OF SUPERVISOR OF THE COUNTY OF PLUMAS

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO ADOPT THE THREE AFFORDABILITY SAFE HARBORS UNDER THE PATIENT PROTECTION & AFFORDABLE CARE ACT (PPACA).

WHEREAS, The Patient Protection & Affordable Care Act added Section 4980H, Shared Responsibility for Employers Regarding Health Care Coverage, to Title 26 of the United States Code, the Internal Revenue Code; and

WHEREAS, the County of Plumas ("County") is considered an Applicable Large Employer because it employed an average of at least 50 full-time employees (including full-time equivalents) on business days during the preceding calendar year; and

WHEREAS, Section 4980H imposes an assessable payment on an Applicable Large Employer when (1) it fails to offer "substantially all" of its full-time employees (and their dependents) the opportunity to enroll in Minimum Essential Coverage (MEC), or offers coverage to "substantially all" of its full-time employees (and their dependents) that is either "unaffordable" or does not provide "Minimum Value (MV)," and (2) any full-time employee is certified to the employer as having received a subsidy for coverage through the Marketplace Exchange ("Penalty"); and

WHEREAS, the Department of Treasury issued regulations regarding Section 4980H that permit an Applicable Large Employer to use one of three affordability safe harbors for any reasonable category of employees as long as it is applied on a uniform and consistent basis for all employees in the category; and

WHEREAS, the County intends to use good faith efforts to comply with legal requirements under PPACA and expects further guidance and regulations will be issued regarding PPACA.

NOW THEREFORE, be it resolved by the Board of Supervisors of the County of Plumas as follows:

1. For each reasonable category of employees, the County in its sole discretion, but on a uniform and consistent basis for all of the employees in a reasonable category, will, for the sole purpose of managing Penalties, apply one of the three affordability safe-harbors (i.e., Form W-2 Safe Harbor, Rate of Pay Safe Harbor, or Federal Poverty line Safe Harbor) to determine the affordability of the minimum value coverage it may, if applicable, offer to its full-time employees.

2. The County hereby delegates authority to the Human Resources Director, including his/her designee(s), to establish a Patient Protection & Affordable Care Act Compliance and Implementation Plan. The Human Resources Director, in developing this Plan, may choose to apply any of the three affordability safe harbors, or more than one, in accordance with and as permitted by Section 4980H, and shall have authority to modify the Plan to ensure the County's continuing compliance with Section 4980H of PPACA.

PASSED AND ADOPTED this \_\_\_ day of June, 2014, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Nancy DaForno, Clerk of the Board

# DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [gaylatrumbo@countvofplumas.com](mailto:gaylatrumbo@countvofplumas.com)



Gayla S. Trumbo  
*Human Resources  
Director*

DATE: April 30, 2014

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, HR Analyst

SUBJECT: Patient Protection & Affordable Care Act Measurement Periods and Tracking Employee Service Hours

## Recommendation:

Adopt Resolution to approving PPACA measurement framework for the purposes of tracking employees hours of service (work hours) to determine employee full time or part time status and the offer of quality health insurance is made according to measurement periods.

## Background and Discussion:

The final regulations allow employers to use an optional look-back measurement method to determine whether employees with varying hours and seasonal employees are full-time. Under the look-back measurement period approach, an employer determines an employee's status as a full-time employee during a future period (referred to as the stability period) based on the hours of service of the employee in a prior period (referred to as the measurement period). It is recommended to adopt a policy for the Look Back Measurement Safe Harbor.

Under the PPACA, for the purposes of health insurance offers of coverage to employees is now based on hours of service. Full time is defined by an average of 30 or more work hours per week or 130 or more per month. For the purposes of offering health insurance, all employees' work hours must be tracked using defined measurement periods.

The IRS issued final regulations on the employer shared responsibility provisions of the Patient Protection and Affordable Care Act (PPACA), often referred to as the "play or pay" mandate, on February 9, 2014. The ACA requires employers to make significant changes in how they define eligibility for health benefits purposes and administer plan eligibility rules. Compliance with the law's detailed requirements is essential in minimizing an employer's liability for penalties that the IRS will begin assessing for 2015.

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
PLUMAS REGARDING AFFORDABLE CARE ACT - LOOK BACK  
MEASUREMENT PERIODS (“SAFE HARBORS”)**

**WHEREAS**, the Patient Protection and Affordable Care Act (“ACA”) was enacted on March 23, 2010;

**WHEREAS**, ACA added Section 4980H, Shared Responsibility for Employers Regarding Health Care Coverage, to Title 26 of the United States Code, the Internal Revenue Code (“Section 4980H”);

**WHEREAS**, Section 4980H imposes an assessable payment on an applicable “large” employer when (1) it fails to offer “substantially all” of its “full-time” employees (and their dependents) the opportunity to enroll in minimum essential coverage or offers coverage to “substantially all” of its full-time employees (and their dependents) that is “unaffordable” or does not provide “minimum value, and (2) any full-time employee is certified to the employer as having received a subsidy for coverage through the exchange (“Assessable Payment”).

**WHEREAS**, the County of Plumas (“County”) is considered an applicable large employer because it employed an average of at least 50 full-time equivalent employees on business days during the preceding calendar year;

**WHEREAS**, the Department of Treasury issued proposed regulations regarding Section 4980H, that permit the County to adopt a look -back measurement method safe harbor in order to determine the status of an employee as full-time for purposes of determining and calculating the Assessable Payment (78 Federal Register 218, 243, January 2, 2013); and

**WHEREAS**, the County intends to adopt the provisions of the look-back measurement method safe harbor in order to determine the full-time status of employees for purposes of the Assessable Payment;

**NOW THEREFORE**, be it resolved by the Board of Supervisors of the County of Plumas as follows:

- 1) The County establishes the **Standard Measurement Period** with regard to all ongoing employees as follows:
  - a. The County establishes a twelve (12) month Standard Measurement Period for ongoing employees.
  - b. Starting with November 1, 2014, a standard measurement period

will start each year on November 1st and end the following year on October 31st.

- c. The standard measurement period will be the period during which an ongoing employee's hours are measured.
- d. The County will establish an administrative period of sixty-one (61) days.
- e. The administrative period associated with the standard measurement period will start each year on November 1st and end on December 31st.
- f. The County will establish a twelve (12) month standard stability period for ongoing employees.
- g. Starting with January 1, 2015, the twelve (12) month standard stability period for ongoing employees will start each year on January 1st and end on December 31<sup>st</sup>.
- h. For purposes of the first stability period commencing on January 1, 2015 only, a Transitional Measurement Period will be implemented starting on November 1, 2013 and ending on October 31<sup>st</sup>, 2014.
- i. If an ongoing employee's employment status changes (moving from full time to part time, for example) before the end of a stability period, the change in status will not affect the classification of the employee for the remaining portion of the stability period.

2) On the start date of a new employee, the County will make a determination as to whether that new employee is reasonably expected to be a full-time employee. If the new employee is reasonably expected to be a full-time employee and is not a seasonal employee, the County will offer minimum essential coverage to that employee before the end of the employee's initial sixty (60) days of employment.

3) If, based on the facts and circumstances at the start date of a new employee, the County is unable to determine that the employee is reasonably expected to be employed an average of at least thirty (30) hours per week, then the employee is considered a variable hour employee.

4) The County establishes the **Initial Measurement Period** with regard to new variable hour employees as follows:

- a. The County establishes a twelve (12) month Initial Measurement Period for each new employee.
- b. The Initial Measurement Period will start the first day of the first

calendar month after the employee's start date, unless the start date is the first of a calendar month in which case the initial measurement period will start on that date.

- c. The administrative period shall start the day following the last day of the Initial Measurement Period and shall end on the last day of the first calendar month beginning on or after the first anniversary of the employee's start date.
- d. The County establishes a twelve (12) month stability period associated with the initial measurement period. The stability period is the time frame for which employees who qualify as "full-time" are to be considered "full-time" for the purposes of being offered health insurance.

5) A new employee will be measured during the first complete Standard Measurement Period for which he/she is employed. This means that a new employee may be tested under an Initial Measurement Period and at the same time be measured under the overlapping Standard Measurement Period.

- a. If an employee measures as full-time during the Initial Measurement Period, he/she will retain full-time status for the entire associated stability period (even if the employee does not qualify as full-time during the standard measurement period).
- b. If an employee does not measure as full-time during the Initial Measurement Period, but qualifies as full-time during the Standard Measurement Period, the employee must be treated as full-time during the stability period associated with the Standard Measurement Period (even if that means coverage must be offered before the end of the stability period associated with the Initial Measurement Period).

6) When an employee is rehired after termination, upon return the employee will retain the status the employee had previously with respect to any measurement period, except that an employee will be treated as a new employee:

- a. if the employee resumes employment after a period of at least 26 consecutive weeks with less than an hour of service; or
- b. if the period (measured in weeks) during which no services are performed is at least four consecutive weeks long and exceeds the number of weeks of that employee's period of employment immediately preceding the period during which the employee was not credited with any hours of service.

7) When an employee takes special unpaid leave (i.e. unpaid leave under the Family and Medical Leave Act of 1993, unpaid leave under the Uniformed Services Employment and Reemployment Rights Act of 1994, or unpaid leave on account of jury duty), to determine hours of service the County will exclude any periods of special unpaid leave during the measurement period and apply that average for the entire measurement period.

PASSED AND ADOPTED this \_\_\_ day of June, 2014, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Nancy DaForno, Clerk of the Board

# DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [gaylatrumbo@countyofplumas.com](mailto:gaylatrumbo@countyofplumas.com)



Gayla S. Trumbo  
*Human Resources  
Director*

DATE: April 30, 2014

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, HR Analyst

SUBJECT: New Patient Protection & Affordable Care Act "Anti-Retaliation Provisions" Policy

## Recommendation:

Attached is new Anti-Retaliation Provision Policy for Plumas County Board of Supervisors approval. This policy is in addition to our existing personnel policies for implementation for the Patient Protection & Affordable Care Act Title 1 compliance.

The whistleblower protections under the Patient Protection & Affordable Care Act are robust, both with respect to the range of protected activity and the procedural tools and burdens of proof available to complaining employees. The potential impact on employers is significant. Unlike many areas for retaliation complaints, the Affordable Care Act is intended to cover most, if not all, employees making them all potential whistleblowers. The additional Anti-Retaliation policy for Board of Supervisors approval is an attempt to take steps to protect and minimize our risks, and revise personnel policies in accordance with Title 1 of the Affordable Care Act.

## Background and Discussion:

Section 1558 of the Affordable Care Act prohibits retaliation against employees who report violations of Title 1 of the Act or receive tax credits or cost-sharing reductions in connection with participation in a health insurance exchange. The Act authorizes the Secretary of Labor to conduct investigations into retaliation complaints and issue determinations, and the Rule delegates that duty to OSHA. Retaliating employers can be required to, among other things, reinstate terminated employees, provide back pay with interest, and pay compensatory damages, attorneys' fees, and expert witness fees.

The procedures, burdens of proof, and multi-level review process implemented by the Rule, in conjunction with the broad retaliation provisions in the Act, provide expansive protection for purported whistleblowers.



### Protected Activity under the Affordable Care Act

Section 1558 of the Act, which adds Section 18C to the Fair Labor Standards Act of 1938 (“FLSA”), prohibits employers from retaliating against any employee because he or she received a credit under Section 36B of the Internal Revenue Code of 1986 (the “Code”) or a cost sharing reduction under Section 1402 of the Affordable Care Act. In brief, a tax credit or cost-sharing reduction (with respect to out-of-pocket limits, deductibles, co-insurance, or copayments) will be available to employees who are not offered employer-sponsored healthcare and who purchase health insurance through an affordable health insurance exchange beginning in 2014.

The Act also prohibits retaliation against an employee who:

- Provided, or is about to provide, to the employer, the federal government, or the attorney general of a state, information relating to any act or omission that the employee reasonably believes to be a violation of Title 1 of the Affordable Care Act;
- Testified, assisted, or participated (or is about to take any of these actions) in a proceeding concerning such violation; or
- Objected to or refused to participate in an activity that the employee reasonably believed to be in violation of Title 1 of the Act.

Title 1 of the Act includes many of the central provisions of the healthcare legislation (some of which are not yet in effect), including: (1) prohibitions on lifetime coverage limits, unreasonable annual limits, and exclusions due to preexisting conditions; (2) required coverage for preventative services and immunizations; (3) development of uniform coverage documents; and (4) required dependent coverage up to the age of 26.

The rule defines “employee” to include both former employees and applicants. It also identifies specific forms of retaliation prohibited under the Act including, but not limited to intimidating, restraining, coercing, blacklisting, or disciplining and employee with respect to the terms, conditions, or privileges of employment.

A complainant must file a complaint with OSHA within 180 days after the alleged violation. No particular format is required, and the complaint may be either oral or written (although OSHA will reduce oral complaints to writing). OSHA will notify the employer of the complaint and follow the appropriate protocol and timeframes. For more detailed information on filing an OSHA complaint, visit [www.osha.gov](http://www.osha.gov).

BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION TO ADOPT NEW ANTI-RETALIATION POLICY UNDER TITLE I OF THE PATIENT PROTECTION & AFFORDABLE CARE ACT.

WHEREAS, Section 1558 of the Patient Protection & Affordable Care Act prohibits retaliation against employees for engaging in certain protected "whistleblower" activities; and

WHEREAS, Section 1558 of the Patient Protection & Affordable Care Act also prohibits employers from retaliating against any employee because he or she received a credit or subsidy to assist with the purchase of health insurance through a health insurance exchange beginning 2014.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors, County of Plumas, State of California, that the County of Plumas hereby adopts the Patient Protection & Affordable Care Act Title I Anti-Retaliation Policy, attached hereto as Exhibit A and incorporated herein by reference.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the \_\_\_ day of June, 2014, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

ATTEST:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Nancy DaForno, Clerk of the Board

Exhibit A

**Anti-Retaliation Policy**

See attached.

**Patient Protection & Affordable Care Act Title 1**  
**ANTI-RETALIATION POLICY**

1. **Prohibition on Retaliation**

It is Plumas County's policy to comply in full with Section 1558 of the ACA, which prohibits retaliation against employees who report violations of Title I of the ACA or who receive tax credits or cost-sharing reductions (under section 36B of the Internal Revenue Code or section 1402 of the ACA) in connection with participation in the health insurance exchange.

2. **Protected Activity**

a. **"Whistleblowing" re Violations of Title I of the ACA:** The ACA protects an employee, former employee, or applicant who reports, testifies (or is about to testify) in a proceeding, assists or participates (or is about to assist or participate) in a proceeding, objects to, or refuses to participate in any activity, policy, practice, or assigned task that the employee (or other person) reasonably believes to be in violation of Title I of the ACA, including any order, rule, regulation, standard or ban under Title I of the ACA.

Title I of the ACA includes but is not limited to consumer protections such as the following:

- i. Elimination of lifetime and annual limits on benefits by 2014;
- ii. Prohibition on rescissions of coverage;
- iii. Elimination of pre-existing condition exclusions;
- iv. Coverage of preventive services and immunizations;
- v. Extension of dependent coverage up to age 26;
- vi. Development of uniform coverage documents; and
- vii. Implementation of appeals processes for consumers.

b. Receipt of Affordability Assistance: The ACA also protects an employee, former employee, or applicant who receives a tax credit under Section 36B of the Internal Revenue Code or a cost-sharing reduction under Section 1402 of the Act as a result of enrolling in a qualified health plan offered by the health insurance marketplace. In California, this state-run marketplace is known as Covered California.

3. **Prohibited Retaliatory Conduct**

Prohibited conduct includes but is not limited to discharge or otherwise retaliatory conduct, including intimidating, restraining, coercing, blacklisting, or disciplining an employee, former employee, or applicant with respect to compensation or any other terms, conditions or privileges of employment as a result of that individual's participation in a protected activity as defined in paragraph 2 above.

4. **Complaint Procedure**

Any employee, former employee, or applicant who wishes to report a violation of Title I of the ACA, or who believes he or she has been subject to retaliation in violation of this policy should immediately notify either his or her supervisor, or the Human Resources Department. It is the Plumas County policy that no employee shall retaliate against any person who participates in a protected activity as defined by Section 1558 of ACA.

An employee, former employee, or applicant who believes that he or she has been retaliated against under this policy may file or have filed by any person on his or her behalf, a complaint with United States Department of Labor, Occupational Safety & Health Administration (OSHA) within 180 days after an alleged violation occurs. For more information on filing an OSHA complaint, visit [www.osha.gov](http://www.osha.gov).

Legal Authority

Title 29 United States Code section 218C (Section 18C)(Fair Labor Standards Act).

# DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: [gaylatrumbo@countyofplumas.com](mailto:gaylatrumbo@countyofplumas.com)



**DATE:** June 6, 2014

**TO:** The Honorable Board of Supervisors

**FROM:** Gayla Trumbo, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF  
JUNE 17, 2014.

**RE: AUTHORIZE TO REFILL 1.0 FTE HUMAN RESOURCES  
TECHNICIAN I OR II.**

**Gayla S. Trumbo**

*Human Resources*

*Director*

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## **IT IS RECOMMENDED THAT THE BOARD:**

Authorize the Human Resources Director to refill 1.0 FTE Human Resources Technician I or II.

## **BACKGROUND AND DISCUSSIONS**

In December, my Human Resources Technician II was promoted to an Accountant position within the Auditor's Department. I requested approval from this Board to refill her position. After the Board granted approval the position was recruited and refilled in February. Unfortunately, the person hired into this position did not make it through their probationary period. Therefore, I am back to this Board seeking approval to refill this allocated and funded position.

The Human Resources Technician I or II is responsible for all recruitments from start to finish. This includes but is not limited to creating the recruitment flyers, advertisements, qualifying the applicants, proctoring tests, and observes and takes notes of interviews conducted by the various departments within the County. In addition this position is backup to the payroll data functions of this department as well as, the first contact for questions from the public and employees regarding positions, benefits, and general information.

I have attached the Critical Staffing Questionnaire to provide further information to the Board on why I need this position filled.

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

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, the position was allocated and funded within the 2013-2014 budget and is included in the status quo requested budget for 2014-2015. This position is critical at this time to assist in the daily operation of the department.
- Why is it critical that this position be filled at this time? At this time the department is operating with the Director and one HR Analyst who has been with the department for approximately 6 months. In addition I do have an extra help employee working approximately 20 hours a week assisting in the daily duties of the department. This department normally is very busy but our workload is increased with budget preparations and with negotiations. For the budget we provide Susan Scarlett the salary and benefits for all departments. When departments wish to include new positions or changes to their status quo budgets, we must enter those in the system and provide scenario totals. Once scenario has been completed we must go in and change back that department to their status quo budget. In assisting the County Negotiator Jack Hughes we are taxed with costing out all salary or benefit scenarios and providing the cost to Mr. Hughes as well as to the Board of Supervisors. We are currently in negotiations for all bargaining groups.

My Analyst has been trying to focus on the requirements of the Affordable Health Care Act. This Board will have numerous resolutions coming in the next couple of weeks for approval to bring the County in compliance with all the rules and regulations governing this program for the start date of January 1, 2015. Unfortunately, both the HR Analyst and my attention are being pulled in numerous directions trying to meet the needs of the department and to serve this County. This department needs the HR Technician I or II to assist in the daily operations of the department; and to complete the recruitment duties so that we can provide the various departments with certification list of qualified candidates in a timely manner.

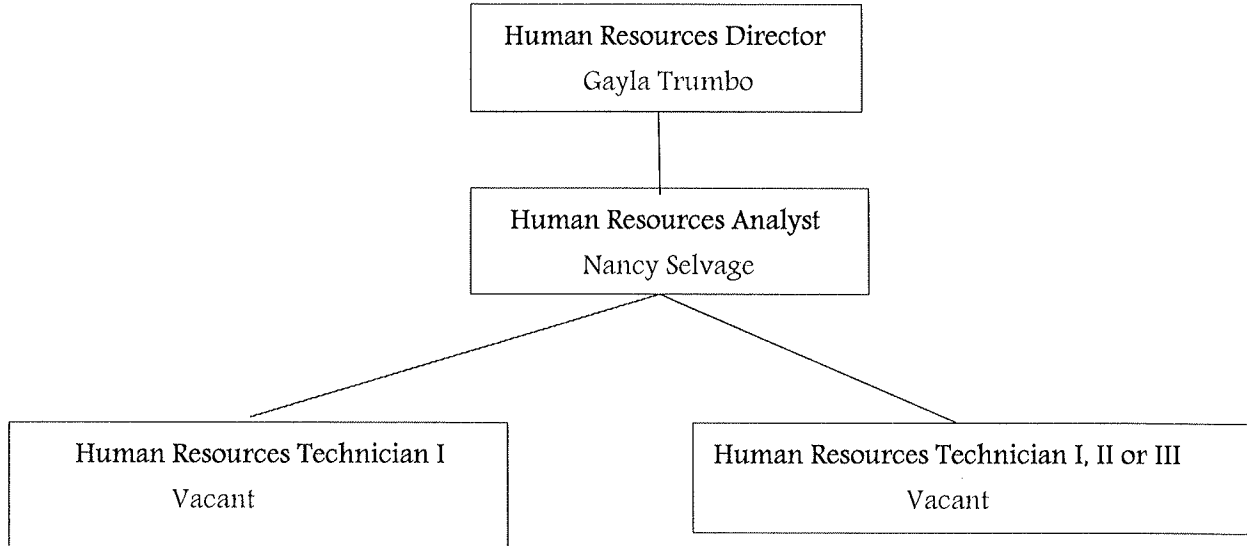
- How long has the position been vacant? The Human Resources Technician I was vacated on May 30, 2014.
- Can the department use other wages until the next budget cycle? It is possible to utilize other wages until the budget has been adopted. However, we would be training someone for four to five months waiting for the final budget and then if we are able to refill the position we would need to start this training all over again.
- What are staffing levels at other counties for similar departments and/or positions? This is a difficult question to answer due to the variations of other

Human Resources Departments. Some Human Resources do not input database for payroll, others may have Risk Management in part or in full. I would say that on an average staffing is on an equal level.

- What core function will be impacted without filling the position prior to July 1? If this position is not filled it will be almost impossible to complete all that is needed to done. We would do our best but I would anticipate delays in providing departments with their recruitment certification hiring list. We would need to limit our involvement in assisting departments in their interview process. I am also very concerned that in trying to keep everything going attention to details will slip and critical error could occur.
- 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? N/A
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No
- Does the budget reduction plan anticipate the elimination of any of the requested positions? No
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
- Does the department have a reserve? No. If yes, provide the activity of the department's reserve account for the last three years?



PLUMAS COUNTY HUMAN RESOURCES  
ORGANIZATION CHART



ORDINANCE NO. 14 -

3B

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
ADDING SECTIONS 6-1.119 AND 6-1.120 TO THE PLUMAS COUNTY CODE  
RELATING TO CONTROL OF PETS IN COUNTY PARKS AND CAMPGROUNDS.**

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

**SECTION 1.** Section 6-1.119 is hereby added to the Plumas County Code as follows:

**Sec. 6-1.119. – Parks: Pet Feces.**

- (a) No owner shall permit his or her dog, cat, or other animal to deposit fecal matter within a County-maintained park or campground, unless such owner shall cause the fecal matter to be removed immediately thereafter and lawfully disposed.
- (b) For the purposes of this chapter, “County-maintained park or campground” shall include Gansner Park, Chester Park, Story Ball Field, Rotary Ball Field, Dame Shirley Plaza, the Courthouse grounds, and the Taylorsville Campground.
- (c) Violation of this section may be punished in accordance with Section 6-1.117 above.

**SECTION 2.** Section 6-1.120 is hereby added to the Plumas County Code as follows:

**Sec. 6-1.120. – Parks: Unleashed Dogs.**

No owner shall permit his or her dog to be in any County-maintained park or campground unless the dog is restrained by a leash not exceeding eight (8) feet in length. Such restriction shall not apply to any portion of a County-maintained park or campground that has been designated by the County as a dog park or as otherwise not requiring dogs to be restrained by leashes. Such leash-optional portions of a County-maintained park or campground shall be clearly marked by appropriate signage. Violation of this section may be punished in accordance with Section 6-1.117 above.

**SECTION 3. Effective and Operative Dates; Publication; Codification.**

This ordinance shall become effective thirty (30) days after its date of final adoption. It shall be published in the *Feather River Bulletin*, a newspaper of general circulation in Plumas County, within fifteen (15) days of final adoption. Sections 1 and 2 of this ordinance shall be codified; the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the \_\_\_\_ day of May 2014, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the \_\_\_\_ day of May, 2014, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

\_\_\_\_\_  
Chairperson, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors



30

**DEPARTMENT OF FACILITY SERVICES & AIRPORTS**

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Dony Sawchuk  
Director

Board Meeting Date: June 17, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: Executive Report, May 2014 - Plumas County Management Council

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**Background**

PCMC wishes to present to the Board of Supervisors a monthly report regarding the activities of the PCMC. Material to report may include items such as departmental matters, policy development and recommendations thereof, objective analysis of county related issues and efforts of successful coordination between county departments.



# PLUMAS COUNTY BUILDING DEPARTMENT


555 Main Street  
Quincy, CA 95971  
[www.plumascounty.us](http://www.plumascounty.us)

voice (530) 283-7011  
24/7 inspection request (530) 283-6001  
fax (530) 283-6134

3D

**Date:** May 30, 2014

**To:** Honorable Board of Supervisors

**From:** John Cunningham  
Building Official 

**Agenda:** June 17, 2014

**Item Description/Recommendation:**

Approve a Supplemental Budget of \$17,500.00 from unanticipated constructed permit revenue in the Building Department Budget – 20426.

**History/Background:**

The Building Department construction permit revenues for FY2013-2014 will be more than \$80,000 in excess of projected revenues. This is due to two abnormalities:

1. The department experienced an increase in building permit submittals in December of 2010, by applicants rushing to submit prior to fires sprinklers being required. Those applicants paid the plan check portion of the fees at time of permit application, approximately 50% of the total construction permit fee. These permit submittals would expire December 31, 2013, if the applicant did not cause the permit application to be issued by paying the balance of the permit fees. Many of these applicants paid the remaining permit fees, causing a spike in revenues in late December of this fiscal year.
2. Sierra Pacific Industries' Large Log Mill project has also caused a spike in revenues, which were not anticipated when the FY2013-2014 budget was prepared.

The above two items have caused a corresponding, although significantly less, increase in the department's operating expenses. This request is to increase the following expense budget line items:

1. Professional Services	\$15,000
2. Vehicle Maintenance	1,500
3. Travel – In County	500
4. Office Expense	<u>500</u>
	\$17,500

3E

# PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242  
lynnsheehy@countyofplumas.com • www.plumaslibrary.org



Lynn Sheehy  
County Librarian

DATE: June 4, 2014  
TO: Honorable Board of Supervisors  
FROM: Lynn Sheehy, County Librarian  
RE: AGENDA ITEM FOR June 17, 2014

It is recommended that the Board:

Approve a supplemental budget transfer of \$28,500 from the Community Corrections Partnership to Plumas County Literacy accounts Professional Services(521900), Books(524510), Greenhouse Project(529551), and Other Wages(51020).

Background

At its March 26, 2014 meeting, the Plumas County Community Corrections Partnership approved a request for funding of \$28,500 from Plumas County Literacy Coordinator Victoria Metcalf to provide educational services both inside the Correctional Center and in the community to offenders and their families served under AB 109. This funding will be utilized to support programs within Plumas County Literacy's Second Chance and Second Chance for families.

# Plumas County Community Corrections Partnership

## EXECUTIVE COMMITTEE

Daniel Prince, Acting Chief Probation Officer-Chair  
Judge Ira Kaufman-Deborah Norrie, Designee  
David Hollister, District Attorney  
Greg Hagwood, Sheriff  
Douglas Prouty, Public Defender  
Peter Livingston, Director of Mental Health

## MEETING MINUTES

Regular Meeting of the Community Corrections Partnership Committee  
On March 26, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

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### **2:02 pm. Call to Order/Roll Call**

Roll call.

Executive Members present: David Hollister, Greg, Hagwood, Deborah Norrie, Peter Livingston, Dan Prince

Later arrival: Doug Prouty

In attendance, Monica Richardson, Secretary of the Committee.

No additions or deletions to the Agenda.

Approval of minutes.

Motion made by Deborah Norrie to adopt the February 19, 2014 meeting minutes as written. Seconded by David Hollister. All in favor, none opposed; Motion Carried.

Public comment: None.

Department/Agency Announcements/Reports: After attending the annual Chief Probation Officers of California Legislative Update in Sacramento, Acting Chief Probation Officer Prince shared the Governor's continued commitment to public safety realignment at the recent Chief Probation Officers Meeting in Sacramento he challenged the membership to establish new and operate existing programs with current funding levels.

1. DISCUSSION ON COMMUNITY COLLABORATION, FILLING GAPS, AND RESULTS AND EXPECTATIONS FOR PLUMAS COUNTY COMMUNITY CORRECTIONS PARTNERSHIP. Supervisor Lori Simpson expressed her desire to hear about Plumas County's public safety success stories and shared how other counties had attained success through pre-trial services, pre-release programs, and re-entry rehabilitation. Supervisor Simpson believes the public needs to hear about Realignment's success stories more often.
2. FUNDING REQUESTS MADE TO THE CCP.  
After discussion regarding the process of submitting, reviewing, and accepting requests for funding from the CCP, and considering the new application format, David Hollister made a motion to establish a sub-committee, known as the CCP Budget Committee, to include but not limited to receiving and reviewing proposals and applications for AB109 funding. Seconded by Greg Hagwood. All in favor, none opposed, no abstentions. Motion carried.
3. PLUMAS COUNTY LITERACY SECOND CHANCE AND SECOND CHANCE FOR FAMILIES.  
After discussion, Motion: to approve Plumas County Literacy's request for \$28,500 to continue providing educational services both inside the Correctional Center and in the community to offenders (and their families) served under AB 109.  
Action: Approve, Moved by Doug Prouty, Seconded by Peter Livingston.  
Vote: Motion carried (summary: Ayes=6, Noes=0, Abstain=1).  
Yes: David Hollister, Greg Hagwood, Douglas Prouty, Peter Livingston, Dan Prince.  
Abstain: Deborah Norrie.
4. PLUMAS COUNTY DEPARTMENT OF MENTAL HEALTH.  
After discussion, no reportable action taken.
5. DAY REPORTING CENTER RELOCATION  
After discussion, Motion: to accept the recommendation from the CCP sub-committee: DRC relocation to 1446 E. Main Street, Quincy, CA, the building formerly occupied by Plumas County Probation. Action: Approve, Moved by Greg Hagwood, Seconded by David Hollister. All in favor, none opposed, no abstentions. Motion carried.



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: MAY 30, 2014  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR JUNE 10, 2014  
RE: SOCIAL SERVICES TRENDS REPORT

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

Receive and file the Social Services Trends report.

**Background and Discussion**

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through March 30, 2014.

Copies: PCDSS Management Staff  
Members of the Human Services Cabinet

Enclosure



## SOCIAL SERVICES TRENDS

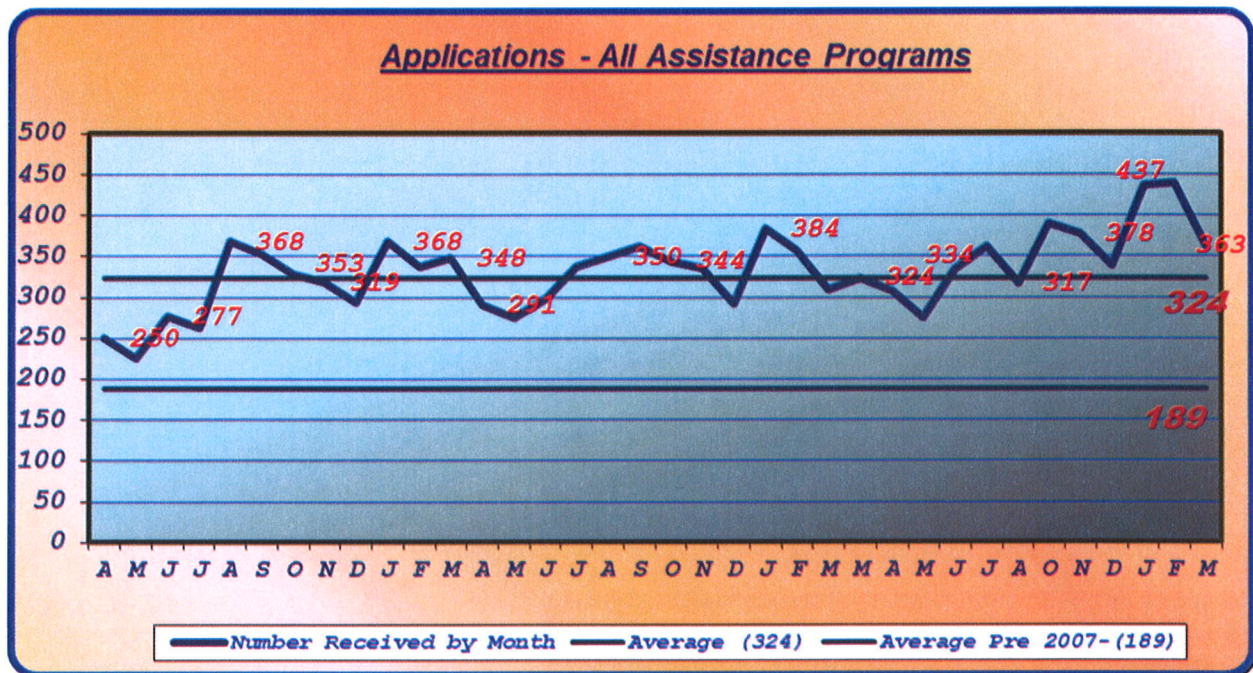
**Quarter Ending: March 30, 2014**

**Social Services Trends** is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the three-month quarter that ended March 30, 2014. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling (530) 283-6350 or by accessing the Plumas County web site at [www.countyofplumas.com](http://www.countyofplumas.com).

### **I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION**

#### **A. APPLICATIONS RECEIVED**

For the first time since the Department has been reporting Trends data (dating back to 1997) applications for assistance (CalWORKs, CalFresh, Medi-Cal) reached counts exceeding 400 per month (437 in January and 440 in February). Higher case counts have been a feature of the Department's experience since the recessionary economy began in 2007. Added to that now is the influx of applications from persons who are eligible for the Affordable Care Act (the ACA). The average monthly application count for the thirty-six month period shown below has reached 324 per month. Prior to 2007, the average was 189 per month, or about 135 fewer per month.



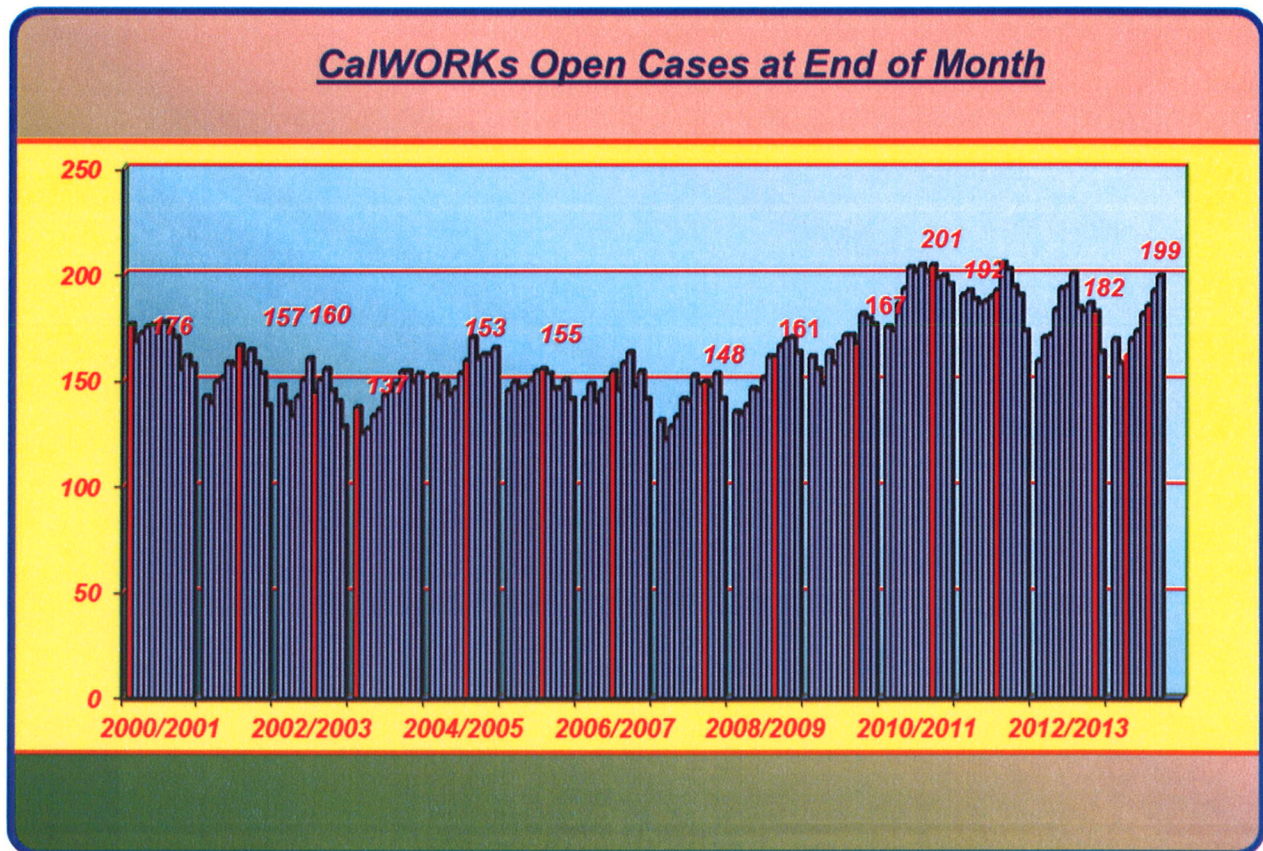
## CONTINUING CASES

### (1). Cash Assistance (AFDC/CalWORKs)

The case count for CalWORKs assistance has been staying in a range that fluctuates between 150-200 cases. A growth trend that began in the October through December quarter has continued into this most recent three month period. One-third of the CalWORKs cases are “child only” cases meaning that the adult has another source of income and is likely a non-needy adult relative. Nearly all of these cases involve children who’ve been placed in the home of a relative or a non-relative extended family member. Those children remain eligible for CalWORKs assistance during the entire period of their placement.

#### Average Monthly Caseload

2011/2012	191
2012/2013	181
2013/2014	176



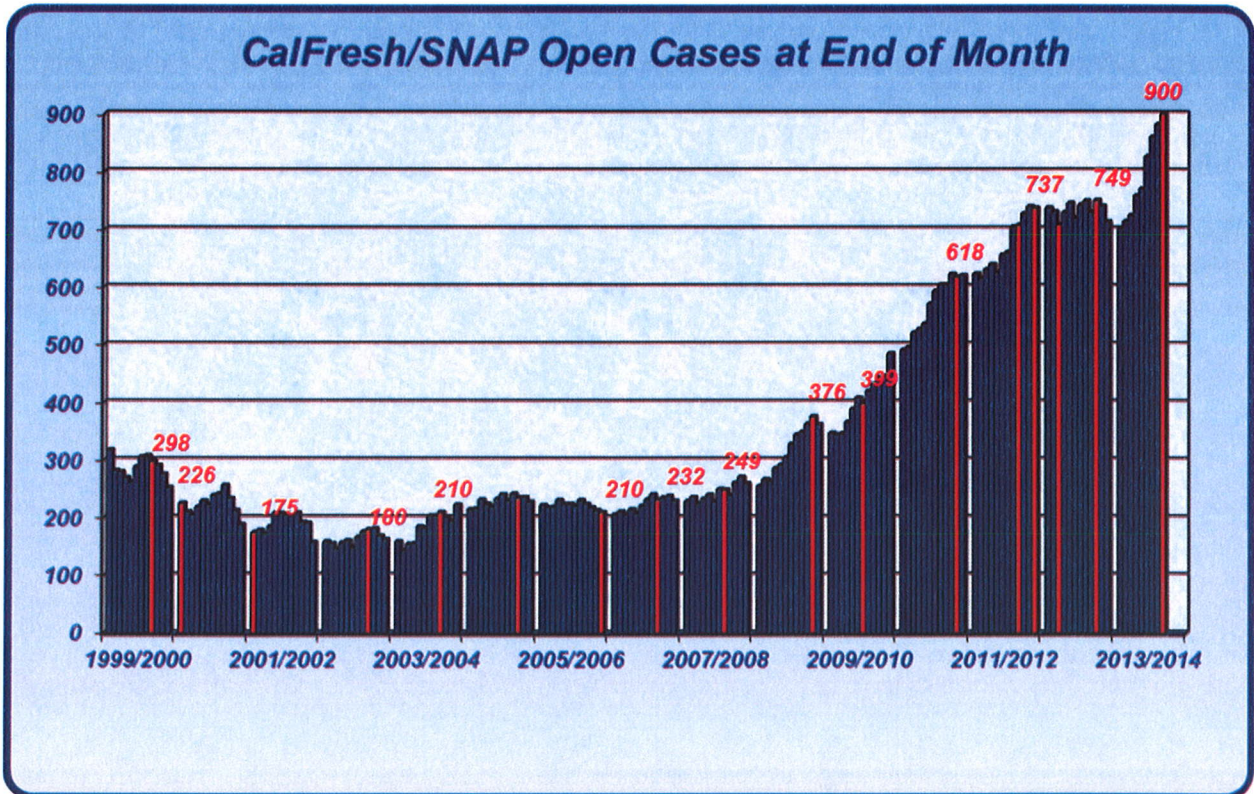
**(2). CalFresh (Food Stamps) Assistance**

**A. Case Count**

For just the briefest period, the continual climb of the case count dropped for a three month period during the last quarter of 2012-2013. Now, that short term dip has been offset again by more growth. The Department believes that two elements contribute to the caseload growth. First, while the economy is in recovery, we believe that residual impacts still remain leading to people remaining on the program longer than they might otherwise have. Second, with the influx of new applications associated with the Affordable Care Act, there is an associated group of these same applicants who will also be eligible for the CalFresh program. Taken together, these impacts yield an historic high count of 900 cases at the end of March.

**Average Monthly Caseload**

<b>2011/2012</b>	<b>672</b>
<b>2012/2013</b>	<b>733</b>
<b>2013/2014</b>	<b>749</b>



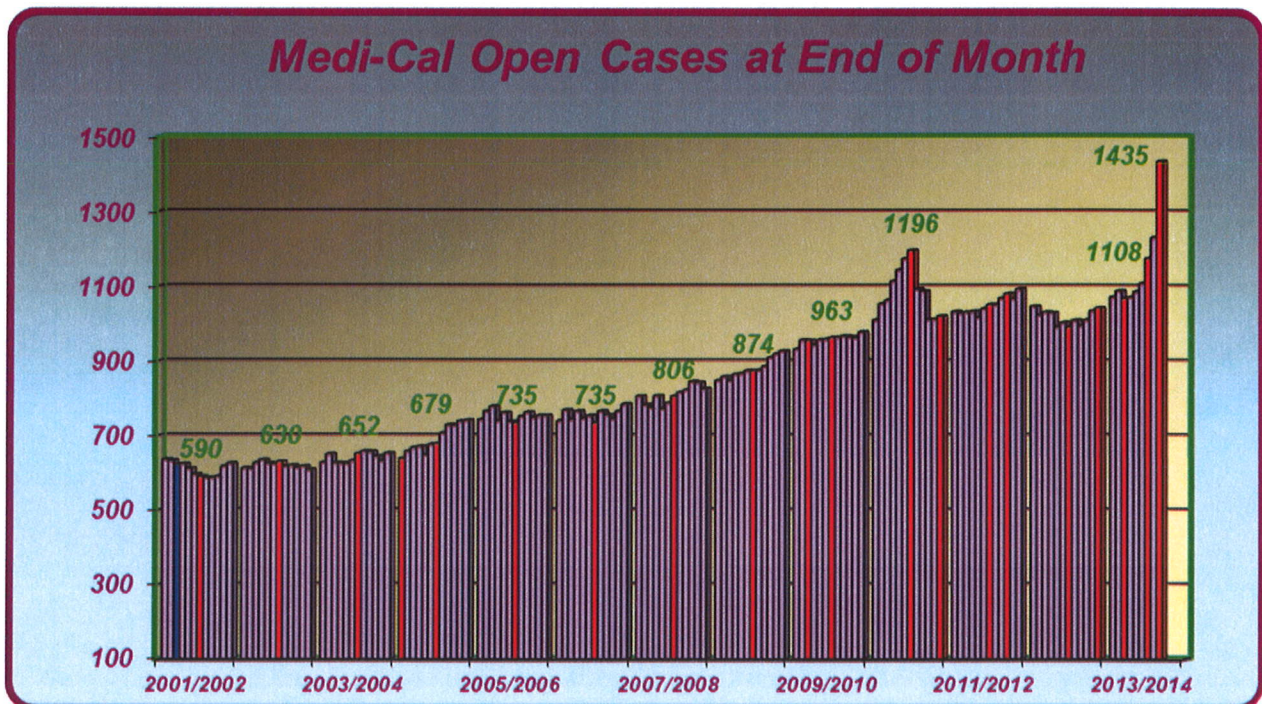
### (3). Medi-Cal

In our December Trends report, the Department estimated that as many as 500 new eligibles would become eligible for the Medi-Cal program by the end of March (when the open enrollment period ended for the Affordable Care Act). This new group of eligible recipients would be the result from new eligibles (people whose income is below 167% of poverty) and those who transfer from the prior County indigent population (those who were previously on Path2Health).

At the end of December, 2013, the Medi-Cal case count was 1108 cases. At the end of March, our count was 1435 or an increase of 327. Not all of the applications received in the open enrollment period have been processed yet, so our estimate of 500 could very well be accurate.

#### Average Monthly Caseload

<b>2011/2012</b>	<b>1049</b>
<b>2012/2013</b>	<b>1017</b>
<b>2013/2014</b>	<b>1148</b>



**(4). County Medical Services Program (CMSP)**

For the present, the Department will no longer display a graphic for the residual CMSP caseload. The residual caseload for this program represents those individuals who do not qualify for expanded Medi-Cal. Typically, those individuals would be people who are not able to verify legal residence in the United States. For those individuals, the County Medical Services Program would still have responsibility for any emergency department care that person might receive.

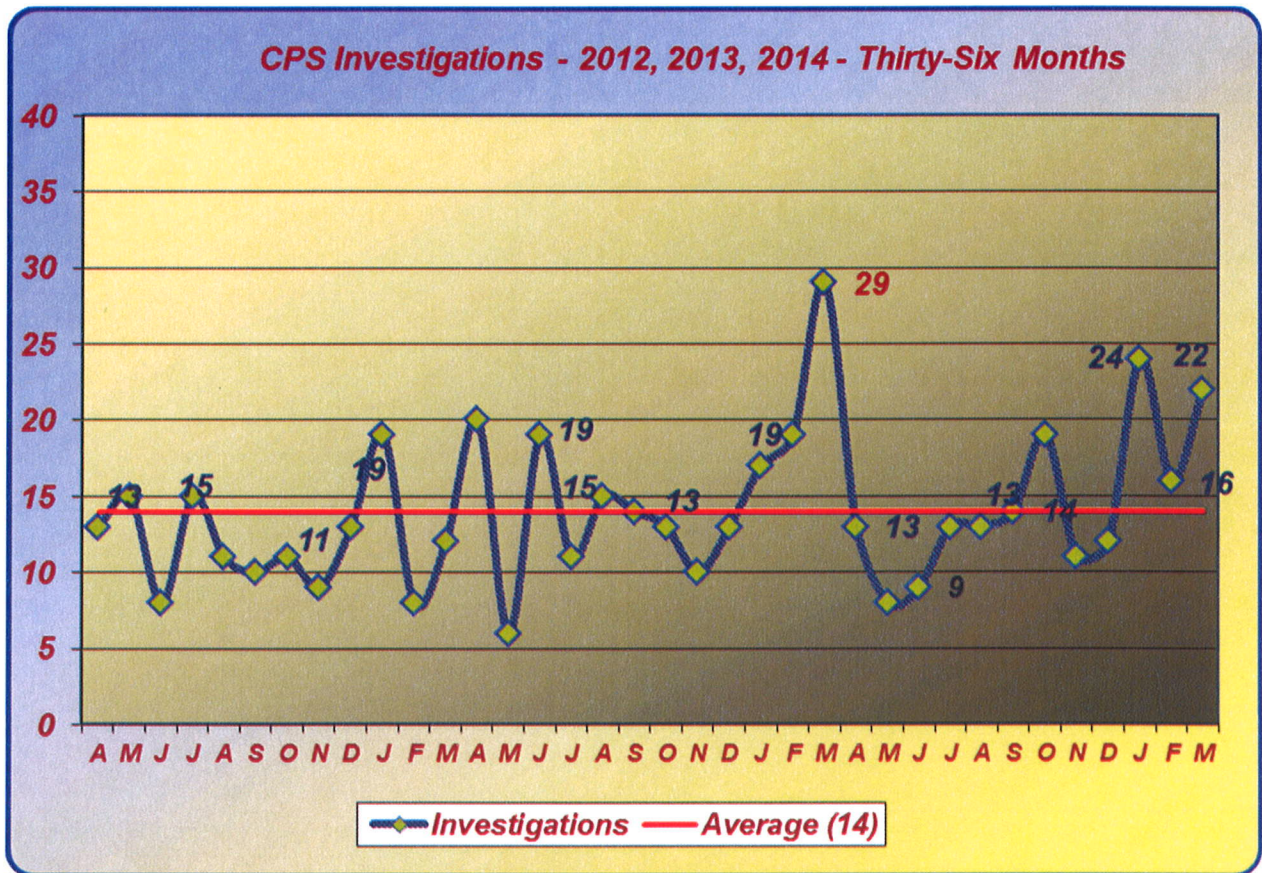
At the end of March, the CMSP program served three such individuals.

## II. SOCIAL SERVICES DIVISION

### A. Child Welfare Services

The Emergency Response component of Child Protective Services averages in the range of about 14 child abuse investigations per month. During the three month period from January through March the Department investigated a total of 62 allegations of child abuse. Part of the increase can be attributed to investigations involving family groups.

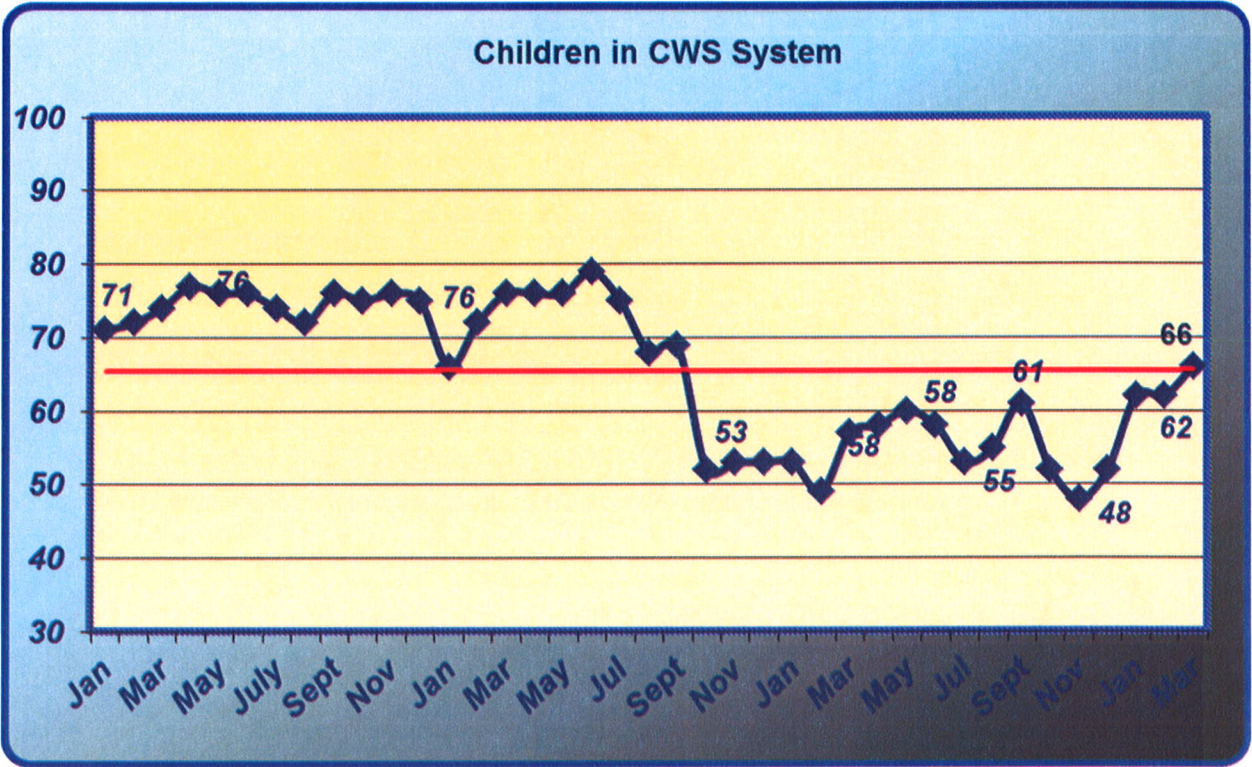
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs.



**B. Children in the Child Welfare Services System**

There has been some slight growth in the number of children in the child welfare system. The Department notes two elements that contribute to this growth. First, the number of investigations performed during this period was higher than average, in the range of about 20 per month compared to about 15 per month prior to that. Second, under Assembly Bill 12 children can remain in foster care until they are 20. Under prior law the age limit was 18. The Department has 5 foster youth who are AB 12 youth.

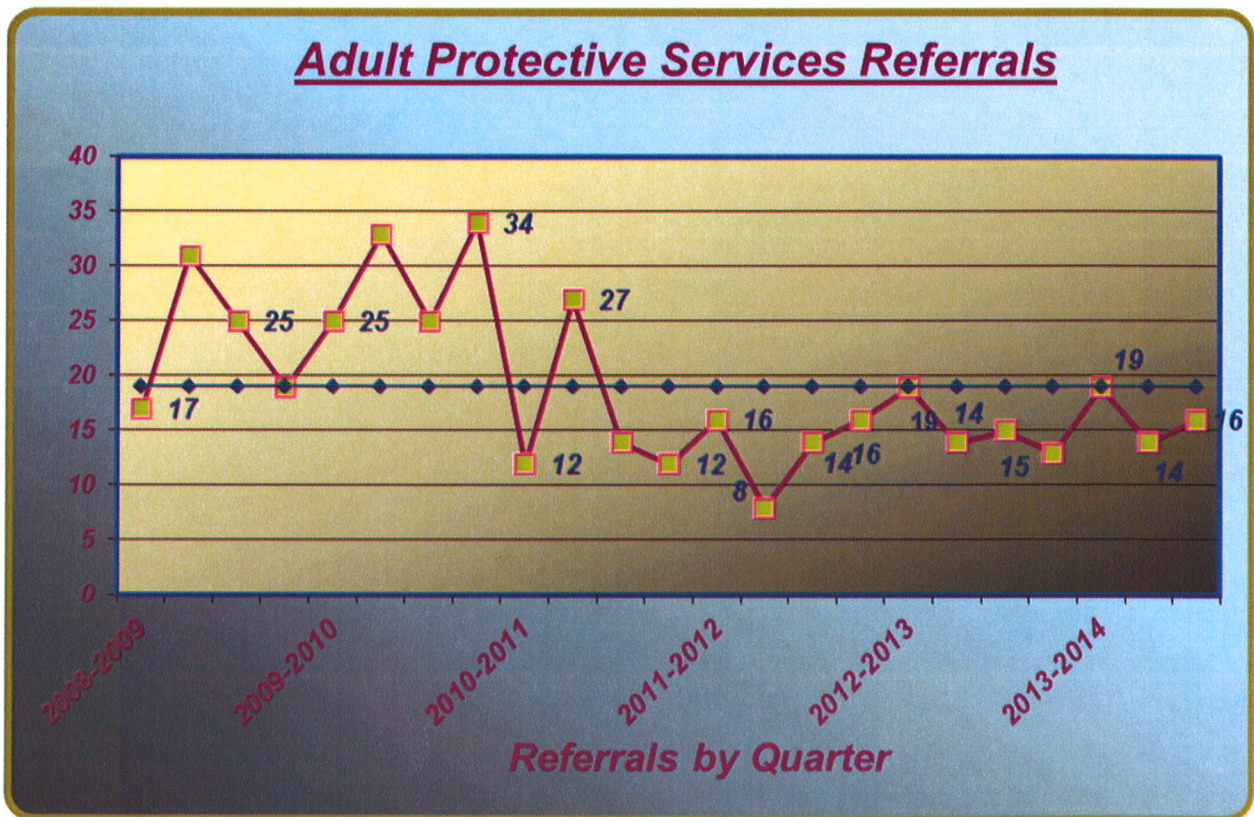
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. We expect that trend to continue.



**C. Adult Protective Services**

The average number of referrals for investigation of elderly and disabled persons has run in the range of about 19 referrals per quarter. For the past three and a half years, the number of referrals has been at or below average. There are instances where adults may live in situations that don't meet a community standard for what would otherwise be considered healthy or safe. However in many of these situations the Department can't assist the individual unless they voluntarily agree to it.

Referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's bank account have continued to account for many of the requests for investigation we receive.



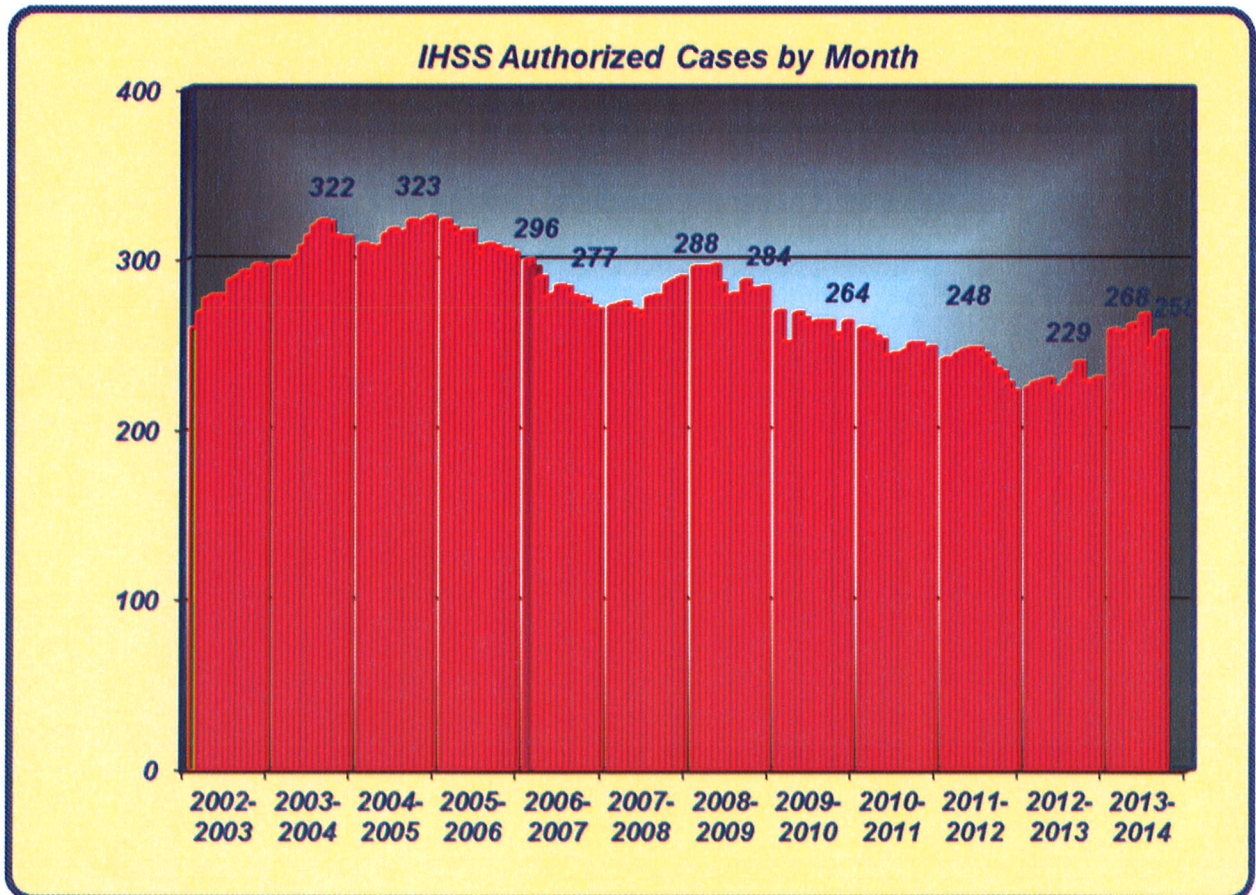


#### D. In-Home Supportive Services (IHSS)

Since 2005 the case count for IHSS has generally been on a downward trend due to continued reductions in hours and services that are the product of state budget cuts. More recently the case count has begun to increase. While it is uncertain as to what impacts, if any, could come from increasing numbers of people who are eligible for Medi-Cal, there is speculation that the case count could grow. That remains to be seen.

#### Average Monthly Case Count

2011/2012	240
2012/2013	229
2013/2014	259



### **III. PUBLIC GUARDIAN**

The Public Guardian currently provides guardianship and conservator services to a total of 12 LPS and Probate conservatees. The Public Guardian also serves as representative payee for 10 SSI recipients.

36



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Khin-Hall, MPH, CHES, Director

- 
- Administration & Health Education  
Suite 206  
Quincy, CA 95971  
(530) 283-6337  
(530) 283-6425 Fax
  - Clinic & Nursing Services  
Suite 111  
Quincy, CA 95971  
(530) 283-6330  
(530) 283-6110 Fax
  - Senior Nutrition & Transportation  
Suite 206  
Quincy, CA 95971  
(530) 283-3546  
(530) 283-6425 Fax
  - Veteran's Services Office  
Suite 206  
Quincy, CA 95971  
(530) 283-6275  
(530) 283-6425 Fax

**Date:** June 9, 2014

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Agenda:** 10 minutes Presentation Item for June 17, 2014

**Subject:** Provide a Power Point Presentation (attached) to the Board on Healthy Stores for a Healthy Community Local Data Collection Campaign.

# Local Data Collection Campaign

## Healthy Stores for a Healthy Community



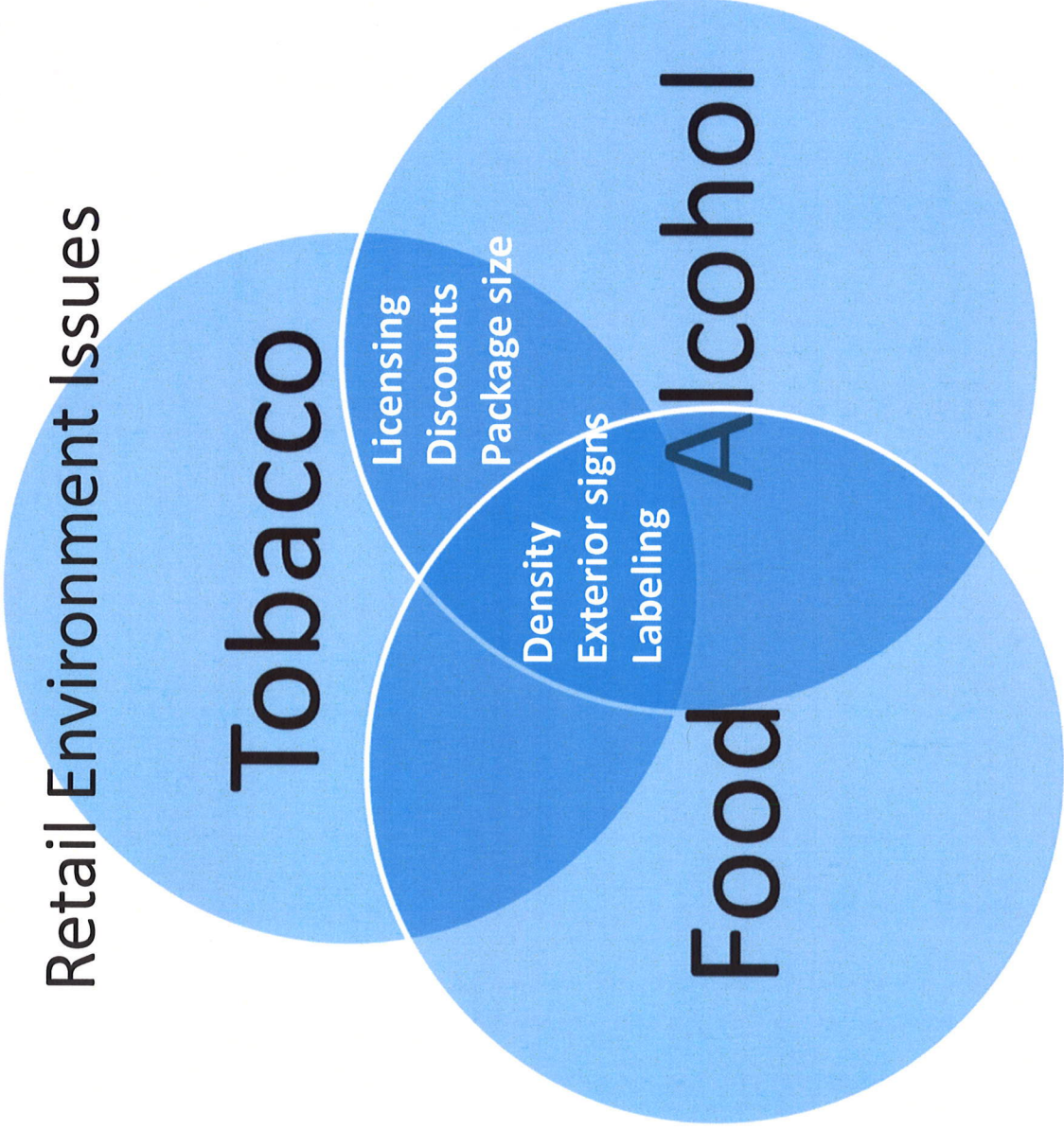
# What Do We Want?



Campaign Goal:

To improve the health of Californians through changes to the retail environment

# How Does the Retail Environment Relate to Food and Alcohol?



# Alcohol & Nutrition



Here alcoholic beverages are shelved together with kid-friendly beverages like juice, and a large advertisement is less than 3 feet above the ground, easily visible to youth

# Candy, Alcohol & Tobacco



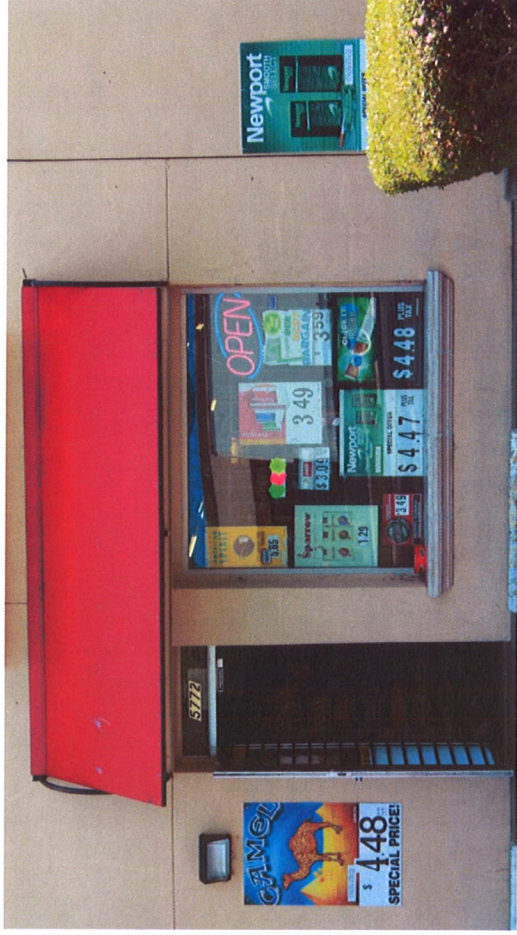
The tobacco here is candy and alcohol flavored, making it more appealing to youth



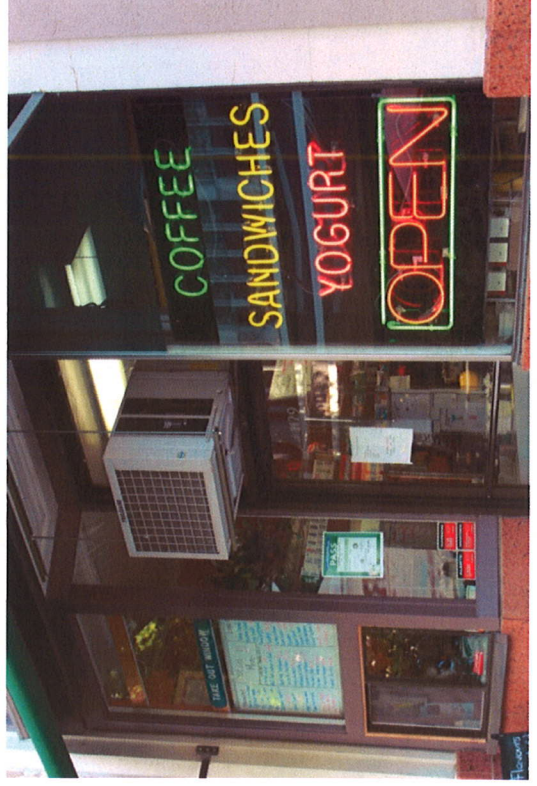
# Why is the Retail Environment a Problem?

- Tobacco Retail Stores...
  - Are more densely distributed in minority and low SES communities.
  - Rural areas tend to have the lowest prices and highest amount of promotions and ads.
- Exposure to Retail Store Marketing...
  - Prevents users from quitting.
- The Tobacco Industry ...
  - Spends over 90% of their marketing dollars in the retail environment to recruit and retain tobacco users.

# Retail Marketing: Storefront Advertising



VS.



# Why is the Retail Environment a Problem?

- Tobacco Advertising and Promotions have a Big Effect on Youth...
  - Exposure increases the likelihood adolescents will start to smoke
  - Youth are 3X more sensitive than adults to tobacco advertising
  - Youth are more likely to be influenced by cigarette marketing than by peer pressure



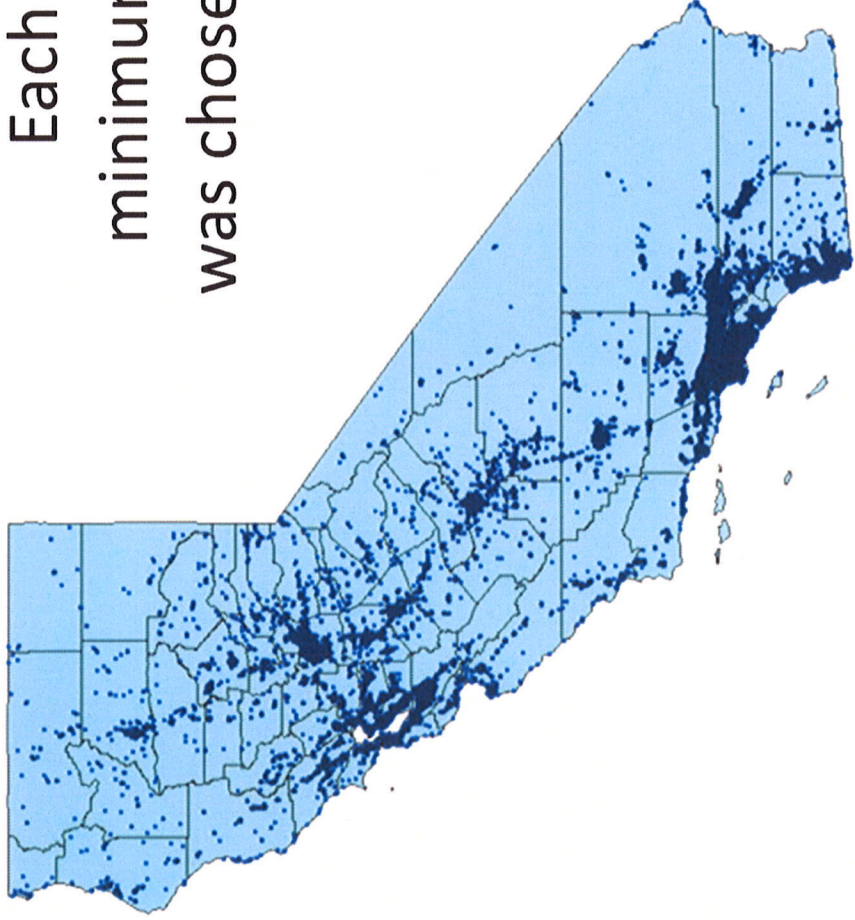
# Documenting the Problem

- Over 7,300 stores statewide were surveyed!
- Every Local Health Department
- Each Survey took about 20-25 min. per store
- Most Questions are Observational



# How Stores Were Chosen

Each county completed a minimum number of stores that was chosen using random sampling of zip codes



Plumas County  
#31 Stores Surveyed

# What Difference Does This Make?

- What Gets Measured, Gets Changed
  - Tobacco or alcohol flavors that appeal to youth
  - Amount of advertising on storefronts
  - Package size
  - Free or discounted product, and/or coupons
  - Tobacco sales in pharmacies

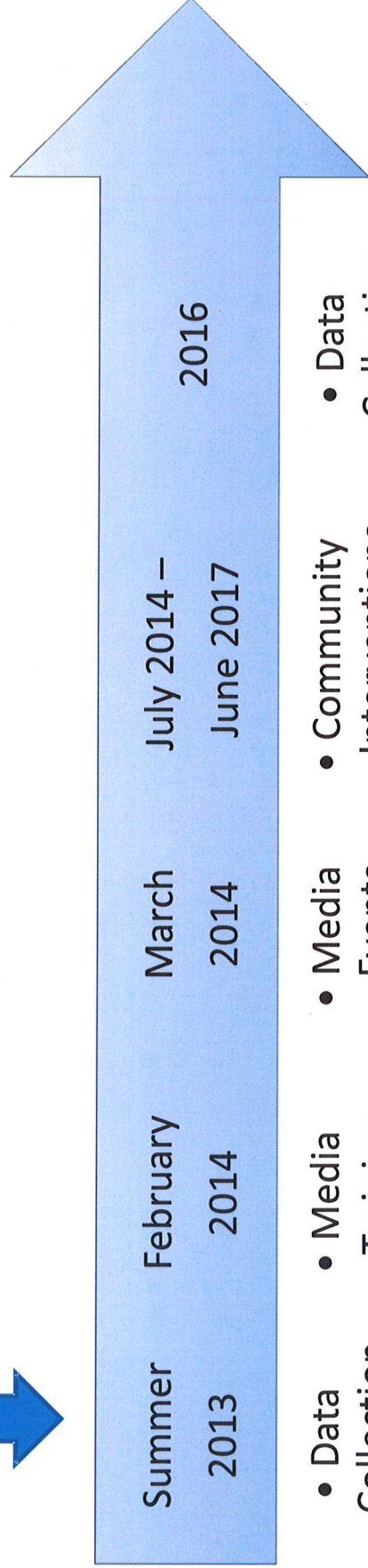


# What Happened to the Data I Collect?

- Data was analyzed for our community
- Regional Press Events were conducted in –  
March 2014
- Will help prioritize local tobacco control efforts for 2014-2017



# Campaign Timeline



Summer  
2013

• Data  
Collection

February  
2014

• Media  
Training

March  
2014

• Media  
Events

July 2014 –  
June 2017

• Community  
Interventions

2016

• Data  
Collection



# What Else Can I Do?

- **Educate the Public**
  - Talk to your friends and families about retail environment issues
  - Raise awareness, point out examples
  - Become a spokesperson
- **Identify Solutions**
  - Get Involved! Take part in your local 20,000 Lives coalition
- **Empower Communities**
  - Participate in Retail Campaign activities in your community

# The Campaign Depends on the Data... And The Community!

- Quality of the data collected is key
- This information determines community work for the next few years
- Let's get started today!



5A

DATE

DRAFT

Re: County LAFCo

Hon. Brian Dahle,  
Assembly, First District  
2080 Hemsted Dr. Ste. #110  
Redding, CA 96002

Dear Assemblyman Dahle:

Plumas County Supervisors Swofford and Kennedy, and Portola City Mayor Oels and Council Member Powers met April 14 to discuss remedies to the inequities in LAFCo funding in our county and rural counties throughout your district and other parts of the state that have only one city. In the case of Plumas County, Portola represents approximately 10% of the County population, yet, according to wording in State regulations, should and does pay 50% of LAFCo operational costs. With your help in this coming fiscal year, we hope State rules can be adjusted to help rural counties more fairly apply exactions. Below is one idea promulgated by Supervisor Swofford, but many ideas were brought to the light. I'm certain that you as a Lassen County Supervisor thought about possibilities as well.

1. Add language that requires Special Service Districts, either collectively or by those whose makeup consists of "actionable" activity, to pay one-third of the cost of LAFCo operations.

Throughout the state, each county has had to find their own method of funding LAFCo operations. But when we start with a problematic mandate and add to that a less-than-complete set of guidelines for implementation procedures for equity to our constituents, we need to correct the situation. It's like punishing taxpayers for a crime they can't commit. Special Districts generate virtually all LAFCo activity, yet they are under no obligation or mandate to pay LAFCo operations fees.

Thank you in advance for your attention in this matter.

Sincerely,

---

Jon Kennedy, Chair

---

Terry Swofford, Supervisor

---

Phil Oels, Mayor

---

Bill Powers, Council Member

6A

**CERTIFICATION OF ELECTION RESULTS  
OF THE CALIFORNIA DIRECT PRIMARY ELECTION HELD ON JUNE 3, 2014**

I, Kathy Williams, Plumas County Clerk-Recorder, Registrar of Voters, having completed the canvass of returns for the California Direct Primary Election held June 3, 2014 and recorded in the Elections Records, certify the results as follows:

The results for Governor; Lt. Governor; Secretary of State; State Controller; State Treasurer; State Attorney General; State Insurance Commissioner; State Board of Equalization, District 1; U.S. Representative, District 1; and State Assembly, District 1; non-partisan office of the State Superintendent of Public Instruction; and Propositions 41 and 42 are hereto attached.

The results attached hereto and made a part of along with the following local results are true and correct:

**SUPERVISOR DISTRICT 3**

Sharon (Sherrie) Thrall 884  
Write-In Votes 16

**PLUMAS COUNTY ASSESSOR**

Charles W. Leonhardt 4357  
Write-In Votes 46

**PLUMAS COUNTY CLERK-RECORDER**

Kathy Williams 4448  
Write-In Votes 21

**PLUMAS COUNTY SHERIFF**

Gregory J. Hagwood 4461  
Write-In Votes 63

**PLUMAS COUNTY TREASURER-TAX COLLECTOR**

Julie White 4296  
Write-In Votes 22

**SUPERVISOR DISTRICT 5**

Jon Kennedy 118  
Jim Judd 542 \*  
Jeffrey A. Engel 608 \*  
Write-In Votes - Alice Berg 123

**PLUMAS COUNTY AUDITOR-CONTROLLER**

Roberta M. Allen 4154  
Write-In Votes 30

**PLUMAS COUNTY DISTRICT ATTORNEY**

David Hollister 4238  
Write-In Votes 58


**PLUMAS COUNTY SUPERINTENDENT OF SCHOOLS**

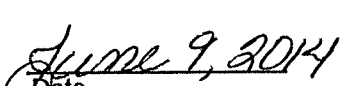
Micheline G. Miglis 3778  
Write-In Votes 164

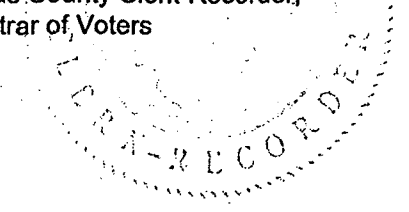
\*Candidates will be in run-off election on November 4, 2014

The total turnout of voters was 43.46%.

The Official Final Canvass of votes cast is attached hereto and made a part hereof.

  
Kathy Williams  
Plumas County Clerk-Recorder,  
Registrar of Voters

  
Date



**PLUMAS COUNTY**  
**ELECTION SUMMARY REPORT**  
**JUNE 3, 2014, CALIFORNIA PRIMARY ELECTION**  
**JURISDICTION WIDE - ALL RACES**  
**OFFICIAL FINAL**

Date:06/09/14  
 Time:15:00:26  
 Page:1 of 5

Registered Voters 12022 - Cards Cast 5225 43.46%

Num. Report Precinct 29 - Num. Reporting 29 100.00%

GOVERNOR		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		5122
LUIS J. RODRIGUEZ		79 1.54%
ALMA MARIE WINSTON		97 1.89%
"JERRY" BROWN		2000 39.05%
JANEL HYESHIA BUYCKS		19 0.37%
ANDREW BLOUNT		143 2.79%
RAKESH CHRISTIAN		15 0.29%
GLENN CHAMP		133 2.60%
NEEL KASHKARI		1185 23.14%
TIM DONNELLY		1215 23.72%
BOGDAN AMBROZEWICZ		25 0.49%
AKINYEMI AGBEDE		20 0.39%
RICHARD W. AGUIRRE		22 0.43%
ROBERT NEWMAN		83 1.62%
CINDY L. SHEEHAN		48 0.94%
JOE LEICHT		32 0.62%
Write-in Votes		6 0.12%

LT GOVERNOR		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4947
ALAN REYNOLDS		77 1.56%
GEORGE YANG		636 12.86%
ERIC KOREVAAR		275 5.56%
DAVID FENNELL		544 11.00%
AMOS JOHNSON		37 0.75%
GAVIN NEWSOM		1745 35.27%
RON NEHRING		1501 30.34%
JENA F. GOODMAN		129 2.61%
Write-in Votes		3 0.06%

SECRETARY OF STATE		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4837
LELAND YEE		534 11.04%
DEREK CRESSMAN		266 5.50%
DAVID CURTIS		184 3.80%
ALEX PADILLA		837 17.30%
PETE PETERSON		1929 39.88%
JEFFREY H. DROBMAN		132 2.73%
ROY ALLMOND		579 11.97%
DAN SCHNUR		372 7.69%
Write-in Votes		4 0.08%

**PLUMAS COUNTY**  
**ELECTION SUMMARY REPORT**  
**JUNE 3, 2014, CALIFORNIA PRIMARY ELECTION**  
**JURISDICTION WIDE - ALL RACES**  
**OFFICIAL FINAL**

Date:06/09/14  
 Time:15:00:26  
 Page:2 of 5

Registered Voters 12022 - Cards Cast 5225 43.46%

Num. Report Precinct 29 - Num. Reporting 29 100.00%

STATE CONTROLLER		
	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Total Votes	4851	
BETTY T. YEE	829	17.09%
LAURA WELLS	318	6.56%
TAMMY D. BLAIR	213	4.39%
JOHN A. PEREZ	640	13.19%
DAVID EVANS	2014	41.52%
ASHLEY SWEARENGIN	834	17.19%
Write-in Votes	3	0.06%

STATE TREASURER		
	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Total Votes	4868	
ELLEN H. BROWN	300	6.16%
GREG CONLON	2487	51.09%
JOHN CHIANG	2076	42.65%
Write-in Votes	5	0.10%

STATE ATTORNEY GEN		
	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Total Votes	4944	
PHIL WYMAN	1156	23.38%
DAVID KING	396	8.01%
ORLY TAITZ	196	3.96%
KAMALA D. HARRIS	1846	37.34%
JOHN HAGGERTY	569	11.51%
JONATHAN JAECH	110	2.22%
RONALD GOLD	670	13.55%
Write-in Votes	1	0.02%

ST INSURANCE COMM		
	Total	
Number of Precincts	29	
Precincts Reporting	29	100.0 %
Total Votes	4970	
NATHALIE HRIZI	234	4.71%
DAVE JONES	1826	36.74%
TED GAINES	2907	58.49%
Write-in Votes	3	0.06%

**PLUMAS COUNTY**  
**ELECTION SUMMARY REPORT**  
**JUNE 3, 2014, CALIFORNIA PRIMARY ELECTION**  
**JURISDICTION WIDE - ALL RACES**  
**OFFICIAL FINAL**

Date:06/09/14  
 Time:15:00:26  
 Page:3 of 5

Registered Voters 12022 - Cards Cast 5225 43.46%

Num. Report Precinct 29 - Num. Reporting 29 100.00%

ST BD OF EQUAL DIST 1		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4815
GEORGE RUNNER		3127 64.94%
CHRIS PARKER		1683 34.95%
Write-in Votes		5 0.10%

US REP DIST 1		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		5011
GREGORY CHEADLE		372 7.42%
HEIDI HALL		1604 32.01%
DOUG LA MALFA		2878 57.43%
DAN LEVINE		153 3.05%
Write-in Votes		4 0.08%

ASSEMBLY DIST 1		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4899
BRIAN DAHLE		3548 72.42%
BRIGHAM SAWYER SMITH		1346 27.47%
Write-in Votes		5 0.10%

ST SUP OF PUB INSTRUCT		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4478
TOM TORLAKSON		2093 46.74%
MARSHALL TUCK		1134 25.32%
LYDIA A. GUTIERREZ		1231 27.49%
Write-in Votes		20 0.45%

CO SUP OF SCHOOLS		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		3942
MICHELINE G. MIGLIS		3778 95.84%
Write-in Votes		164 4.16%



**PLUMAS COUNTY**  
**ELECTION SUMMARY REPORT**  
**JUNE 3, 2014, CALIFORNIA PRIMARY ELECTION**  
**JURISDICTION WIDE - ALL RACES**  
**OFFICIAL FINAL**

Date:06/09/14  
 Time:15:00:26  
 Page:4 of 5

Registered Voters 12022 - Cards Cast 5225 43.46%

Num. Report Precinct 29 - Num. Reporting 29 100.00%

COUNTY SUPERVISOR DIST 3		Total
Number of Precincts		4
Precincts Reporting		4 100.0 %
Total Votes		900
SHARON THRALL		884 98.22%
Write-in Votes		16 1.78%

COUNTY SUPERVISOR DIST 5		Total
Number of Precincts		6
Precincts Reporting		6 100.0 %
Total Votes		1391
JON KENNEDY		118 8.48%
JIM JUDD		542 38.96%
JEFF A. ENGEL		608 43.71%
Write-in Votes Alice Berg		123 8.84%

PLUMAS COUNTY ASSESSOR		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4403
CHARLES W. LEONHARDT		4357 98.96%
Write-in Votes		46 1.04%

PLUMAS COUNTY AUDITOR-CONTROLLER		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4184
ROBERTA M. ALLEN		4154 99.28%
Write-in Votes		30 0.72%

PLUMAS COUNTY CLERK-RECORDER		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4469
KATHY WILLIAMS		4448 99.53%
Write-in Votes		21 0.47%

PLUMAS COUNTY DISTRICT ATTORNEY		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4296
DAVID HOLLISTER		4238 98.65%
Write-in Votes		58 1.35%

**PLUMAS COUNTY**  
**ELECTION SUMMARY REPORT**  
**JUNE 3, 2014, CALIFORNIA PRIMARY ELECTION**  
**JURISDICTION WIDE - ALL RACES**  
**OFFICIAL FINAL**

Date:06/09/14  
 Time:15:00:26  
 Page:5 of 5

Registered Voters 12022 - Cards Cast 5225 43.46%      Num. Report Precinct 29 - Num. Reporting 29 100.00%

PLUMAS COUNTY SHERIFF		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4524
GREGORY J. HAGWOOD		4461 98.61%
Write-in Votes		63 1.39%

PLUMAS COUNTY TREASURER		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4318
JULIE WHITE		4296 99.49%
Write-in Votes		22 0.51%

PROPOSITION 41 - VETERAN HOUSING		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		5038
YES		2905 57.66%
NO		2133 42.34%

PROPOSITION 42 - PUBLIC RECORDS		Total
Number of Precincts		29
Precincts Reporting		29 100.0 %
Total Votes		4929
YES		2033 41.25%
NO		2896 58.75%

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



## CONSENT AGENDA REQUEST

For the June 17<sup>th</sup> meeting of the Plumas County Board of Supervisors

June 9, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Handwritten signature of Robert Perreault in black ink.

Subject: To Request Approval of Payment of \$27,400.00 to Darwin Ceresola for right-of-way acquisition in conjunction with the Beckwourth-Genesee Road Project.

### Background:

Public Works staff is requesting authorization to pay \$27,400.00 for acquisition of right-of-way for Work Order #138, Beckwourth-Genesee Road Project over private lands.

The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD), in cooperation with the United States Department of Agriculture Forest Service (FS), the California Department of Transportation (Caltrans), and Plumas County, is proposing to improve a portion of Plumas County Road 111 in Plumas County, California.

The proposed action would rehabilitate, restore, resurface, and reconstruct a 9.6-mile section of FH 177 from Beckwourth north to an intersection at Clover Valley where Plumas County Road 111 continues northwesterly to Genesee, California and continues northeasterly to FH 176.

The proposed improvement of this roadway is administered under the Federal Lands Access Program. The FLAP program covers all project costs except right-of-way acquisition costs. Right-of-way acquisition costs serve as the County's matching funds. The project is currently budgeted by FHWA at \$21 million for construction and scheduled for federal FY 14/15 and 15/16. The County's right-of-way acquisition budget is estimated at \$250,000 scheduled over County FY 13/14 and 14/15.

The funding for this payment is in the Department's construction projects listing and is part of the right-of-way acquisition activities in FY 13/14 funded with Prop. 1B funds previously allocated and received by the County from the State.

The appraisal determined a value of \$3,900 for the right-of-way and an additional \$2,550 to relocate existing fencing, corrals and a cattle chute from within the proposed easement. The landowner agreed with the land value but raised concerns over the costs of relocating the cattle chute. The acquisition consultant has obtained estimates from fencing contractors for \$23,500 relocating existing fencing, corrals and a cattle chute from within the proposed easement. The acquisition consultant and the landowner have agreed on an administrative settlement and recommend approval of the acquisition in the amount of \$27,400.00. The landowner will be required to remove the existing cattle chute and corral fencing this summer from within the right-of-way prior to start of the FHWA project.

Recommendations:

The Department of Public Works respectfully recommends that the Board of Supervisors to authorize the Director of Public Works to issue payment of \$27,400.00 to Darwin Ceresola for acquisition of right-of-way and relocation of cattle chute and fencing in conjunction with the Beckwourth-Genesee Road Reconstruction Project.

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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




## CONSENT AGENDA REQUEST

For the June 17<sup>th</sup> meeting of the Plumas County Board of Supervisors

June 9, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works 

Subject: To Request Approval of Payment of \$19,228.46 to George Goodwin Family LP, for road right-of-way in conjunction with the Beckwourth-Genesee Road Project.

### Background:

Public Works staff is requesting authorization to pay \$19,228.46 for acquisition of right-of-way and for the value of timber to be removed for Work Order #138, Beckwourth-Genesee Road Project over State of California lands.

The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD), in cooperation with the United States Department of Agriculture Forest Service (FS), the California Department of Transportation (Caltrans), and Plumas County, is proposing to improve a portion of Plumas County Road 111 in Plumas County, California.

The proposed action would rehabilitate, restore, resurface, and reconstruct a 9.6-mile section of FH 177 from Beckwourth north to an intersection at Clover Valley where Plumas County Road 111 continues northwesterly to Genesee, California and continues northeasterly to FH 176.

The proposed improvement of this roadway is administered under the Federal Lands Access Program. The FLAP program covers all project costs except right-of-way acquisition costs. Right-of-way acquisition costs serve as the County's matching funds. The project is currently budgeted by FHWA at \$21 million for construction and scheduled for federal FY 14/15 and 15/16. The County's right-of-way acquisition budget is estimated at \$250,000 scheduled over County FY 13/14 and 14/15.

The land value was determined by an independent licensed appraiser and the timber value was established by a licensed timber appraiser.

The funding for this payment is in the Department's construction projects listing and is part of the right-of-way acquisition activities in FY 13/14 funded with Prop. 1B funds previously allocated and received by the County from the State.

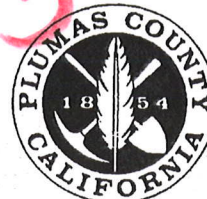
Recommendations:

The Department of Public Works respectfully recommends that the Board of Supervisors to authorize the Director of Public Works to issue payment of \$19,228.46 to George Goodwin Family, LP for right-of-way acquisition in conjunction with the Beckwourth-Genesee Road Reconstruction Project.

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**PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

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



CONSENT AGENDA REQUEST

For the June 17<sup>th</sup> meeting of the Plumas County Board of Supervisors

June 9, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: To Request Approval of Payment of \$23,888.00 to Sierra Group for right-of-way acquisition in conjunction with the Beckwourth-Genesee Road Project.

Background:

Public Works staff is requesting authorization to pay \$23,888.00 for acquisition of right-of-way for Work Order #138, Beckwourth-Genesee Road Project over State of California lands.

The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD), in cooperation with the United States Department of Agriculture Forest Service (FS), the California Department of Transportation (Caltrans), and Plumas County, is proposing to improve a portion of Plumas County Road 111 in Plumas County, California.

The proposed action would rehabilitate, restore, resurface, and reconstruct a 9.6-mile section of FH 177 from Beckwourth north to an intersection at Clover Valley where Plumas County Road 111 continues northwesterly to Genesee, California and continues northeasterly to FH 176.

The proposed improvement of this roadway is administered under the Federal Lands Access Program. The FLAP program covers all project costs except right-of-way acquisition costs. Right-of-way acquisition costs serve as the County's matching funds. The project is currently budgeted by FHWA at \$21 million for construction and scheduled for federal FY 14/15 and 15/16. The County's right-of-way acquisition budget is estimated at \$250,000 scheduled over County FY 13/14 and 14/15.

The funding for this payment is in the Department's construction projects listing and is part of the right-of-way acquisition activities in FY 13/14 funded with Prop. 1B funds previously allocated and received by the County from the State.

Recommendations:

The Department of Public Works respectfully recommends that the Board of Supervisors to authorize the Director of Public Works to issue payment of \$23,888.00 to Sierra Group for acquisition of right-of-way conjunction with the Beckwourth-Genesee Road Reconstruction Project.



6034

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



## CONSENT AGENDA REQUEST

For the June 17<sup>th</sup> meeting of the Plumas County Board of Supervisors

June 9, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Handwritten signature of Robert A. Perreault in black ink.

Subject: To Request Authorization for approval of payment not-to-exceed \$126,000 to Dwight and Carol Ceresola for right-of-way acquisition prior to June 30, 2014 in conjunction with the Beckwourth-Genesee Road Project.

### Background:

The Federal Highway Administration (FHWA), Central Federal Lands Highway Division (CFLHD), in cooperation with the United States Department of Agriculture Forest Service (FS), the California Department of Transportation (Caltrans), and Plumas County, is proposing to improve a portion of Plumas County Road 111 in Plumas County, California.

The proposed action would rehabilitate, restore, resurface, and reconstruct a 9.6-mile section of FH 177 from Beckwourth north to an intersection at Clover Valley where Plumas County Road 111 continues northwesterly to Genesee, California and continues northeasterly to FH 176.

Public Works staff is requesting authorization to complete the right-of-way acquisition with Dwight and Carol Ceresola, if all parties agree, prior to June 30, 2014 of right-of-way for Work Order #138, Beckwourth-Genesee Road Project. Agreement on final price will not occur in time to be placed on the June 17<sup>th</sup> Board of Supervisors meeting agenda.

The funding for this payment is in the Department's construction projects listing and is part of the right-of-way acquisition activities in FY 13/14 funded with Prop. 1B funds previously allocated and received by the County from the State. Prop. 1B funding expires on June 30, 2014. In the event that the landowners and the County reach agreement on final price no later than June 30, the Department requests authority to approve payment for an amount not-to-exceed the original appraisal value. This will

allow the Department to expend the funds as budgeted in this fiscal year for the project's right-of-way acquisition. If the agreement on price and the payment cannot occur until after June 30, then the Prop. 1B funds will be used to purchase asphalt and the acquisition will be included in next year's budget with State Gas Tax funds.

The original appraised value for the acquisition was \$126,000 however that value included payment for lands deemed by the appraiser as uneconomic remnants. The landowner disagreed and does not wish to sell those lands and those lands are not necessary for the project.

Currently, the landowner is awaiting a cost estimate from PG&E to provide power to a new well necessitated by the realignment of the Beckwourth-Genesee Road Project. The final value for 15.77 acres of right-of-way, new fencing and the new well construction is anticipated to be less than the appraisal value of \$126,000.

The proposed improvement of this roadway is administered under the Federal Lands Access Program. The FLAP program covers all project costs except right-of-way acquisition costs. Right-of-way acquisition costs serve as the County's matching funds. The project is currently budgeted by FHWA at \$21 million for construction and scheduled for federal FY 14/15 and 15/16. The County's right-of-way acquisition budget is estimated at \$250,000 scheduled over County FY 13/14 and 14/15.

#### Recommendations:

The Department of Public Works respectfully requests authorization to complete the right-of-way acquisition with Dwight and Carol Ceresola, if all parties agree, no later than June 30, 2014 for right-of-way pursuant to Work Order #138, Beckwourth-Genesee Road Project for an amount not-to-exceed \$126,000.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

bc

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, MD, Health Officer

- 
- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Administration & Health Education<br>Suite 206<br>Quincy, CA 95971<br>(530) 283-6337<br>(530) 283-6425 Fax<br>DATE: June 6, 2014 | <input type="checkbox"/> Clinic & Nursing Services<br>Suite 111<br>Quincy, CA 95971<br>(530) 283-6330<br>(530) 283-6110 Fax | <input type="checkbox"/> Senior Nutrition & Transportation<br>Suite 206<br>Quincy, CA 95971<br>(530) 283-3546<br>(530) 283-6425 Fax | <input type="checkbox"/> Veteran's Services Office<br>Suite 206<br>Quincy, CA 95971<br>(530) 283-6275<br>(530) 283-6425 Fax |
|---|---|---|---|

**TO:** Honorable Board of Supervisors

**FROM:** Mimi Hall

**AGENDA:** Item for June 17, 2014

**RECOMMENDATION:** Approve submission of an application to LogistiCare to provide transportation services to Plumas County residents.

**HISTORY AND DISCUSSION:** As the Board may be aware, non-emergency medical transportation has been a challenge for Plumas County residents. Plumas County Public Health Agency seeks to become a contracted vendor with Logisticare, a company contract with California's managed care Medicaid plans to provide transportation to Medicaid enrollees. Becoming a vendor would allow PCPHA to be reimbursed for mileage and other costs. Additionally, PCPHA is able to draw down federal Medicaid funds for this service through the MediCal Administrative Activities program, making the delivery of these services nearly cost neutral to the county. As part of the 2014-2015 budgets, the department has requested approval for the purchase of two minivans, one which will be equipped with a wheel chair lift. The purchase of these vans, combined with the ability to become a Logisticare vendor, will allow the county to begin closing the gap in the need for medical transportation for Plumas County residents.

LogistiCare does not own vehicles or compete with our local networks of professional transportation companies. These networks consist of local, commercial, non-profit and public transportation companies. LogistiCare continuously partners with high quality providers to deliver a transportation service that is safe, reliable and timely.

LogistiCare clients expect a one-stop source for a full range of transportation options that deliver high levels of customer service to their members/beneficiaries. LogistiCare recognizes that their success in delivering such a program depends on the strengths and stability of our transportation providers.

As a transportation sub-contractor for LogistiCare, Public Health would be both a supplier and a customer. LogistiCare's support for the transportation network includes: Stable revenue flow as long as the performance standards are achieved; Trip assignments that help you plan and route more efficiently; Increased coordination of trips; Web based routing and billing programs (free of charge) that ensure quick turnaround of payment; Toll-free calling and email access to our corporate Provider Relations Group; Group purchasing programs for vehicle insurance, vehicles, and maintenance and Discounts of driver credentialing

A copy of the application is on file with the Clerk of the Board for your review. Thank you.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

*bc2*

Mimi Khin-Hall, MPH, CHES, Director

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Administration & Health Education<br>Suite 206<br>Quincy, CA 95971<br>(530) 283-6337<br>(530) 283-6425 Fax | <input type="checkbox"/> Clinic & Nursing Services<br>Suite 111<br>Quincy, CA 95971<br>(530) 283-6330<br>(530) 283-6110 Fax | <input type="checkbox"/> Senior Nutrition & Transportation<br>Suite 206<br>Quincy, CA 95971<br>(530) 283-3546<br>(530) 283-6425 Fax | <input type="checkbox"/> Veteran's Services Office<br>Suite 206<br>Quincy, CA 95971<br>(530) 283-6275<br>(530) 283-6425 Fax |
|---|---|---|---|

**Date:** June 5, 2014

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Agenda:** Consent Agenda Item for July 1, 2014

**Description/Recommendation:** Approve and authorize the Chair to sign the Certificates of Compliance for the MediCal Cost Avoidance Program and the County Subvention Program for FY 2014/2015 from the California Department of Veterans Affairs.

**Background Information:** The State of California, through the California Department of Veterans Affairs (CDVA) provides funds of the current Plumas County Veterans Services Office budget. The California Military and Veterans Code, Sections 972.1 and 972.2 outline how these funds will be distributed.

This revenue is generated through three State implemented programs: County Subvention, Medi-Cal Cost Avoidance (MCCA) and the Veterans Service Office Fund (VSOF), and are distributed through the California Department of Veterans Affairs. As all fifty-eight Counties participate equally in these revenue programs, actual revenue per County can fluctuate dramatically from year to year depending on the workload and other factors of each office during each reporting period.

Subvention Funding is a constant fund to all participating counties on a pro rate basis. This allocation is based on the overall State Workload of all County Veterans Service Offices, and stable allocations, one to assist with covering the administrative costs of running the office.

Medi-Cal Cost Avoidance funding is distributed to all participating counties on a pro rata basis using a formula based on the number of claims processed as a direct result of referrals from the Department of Social Services.

Veterans Service Officer Funds are distributed to each county based on Net County Cost of the County Veterans Service Office. This funding is derived from sale of special veteran's license plates.



GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

60D

## Memorandum

**DATE:** June 4, 2014  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood  
**RE:** Agenda Items for the meeting of June 17, 2014

**It is recommended that the Board:**

Approve and sign contract #PCSO00017 between the Plumas County Sheriff's Office (PCSO) and Deborah Freeze in the amount of \$223,000.

**Background and Discussion:**

The term of this contract is 07/01/14-06/30/15. This purpose of this agreement with Deborah Freeze is to provide nursing services to Jail inmates as required by law.

After the RFP process, this is the only bid that was received.

This agreement has been approved to form by County Counsel.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
NURSING SERVICES**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July, 2014 (“Effective Date”), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff’s Office (“County”), and DEBORAH K. FREEZE, an individual (“Contractor”).

**WITNESSETH:**

**WHEREAS**, County proposes to have Contractor perform nursing services at the Plumas County Correctional Facility as described herein below; and

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

**WHEREAS**, County and Contractor desire to contract for specific services in connection with the scope of work described below and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

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

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

**1.0. SERVICES PROVIDED BY CONTRACTOR**

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Two Hundred Twenty-Three Thousand and No/ 100 Dollars (\$223,000.00).

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 the state or federal government, and/or appropriation of funds by these entities to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate this Agreement without penalty.

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, 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 shall submit invoices to County for approval and payment on a monthly basis. County shall pay Contractor's invoice within thirty (30) days from the date County receives said invoice. 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 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 on the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2015, 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.

Contractor shall have the right to terminate this contract for convenience upon sixty (60) days prior written notice to the County.

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

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

### 5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain and maintain



during the life of this Agreement all of the following insurance coverages:

- (a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles with a minimum bodily injury limit of two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of fifty thousand dollars (\$50,000) per accident.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Nursing malpractice liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. If Contractor's insurance is on a claims-made basis, then Contractor shall obtain and maintain said nursing malpractice liability insurance during the life of this Agreement and tail coverage for three years after completion of the work hereunder.

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

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

the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.

- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

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

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

## 6.0. GENERAL PROVISIONS

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

6.2. Representatives. The Sheriff 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. Intentionally Omitted.

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

IF TO CONTRACTOR:

Deborah K. Freeze  
P.O. Box 3763  
Quincy, CA 95971

Tel: (530) 283-3762

IF TO COUNTY:

Sheriff's Office  
County of Plumas  
1400 E. Main Street  
Quincy, CA 95971

Tel: (530) 283-6375  
Fax: (530) 283-6344  
Attn: Dean Canalia

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

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

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

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

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising

out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

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

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

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

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

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California

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

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

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

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

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

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

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

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

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

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

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

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

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

[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.

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

\_\_\_\_\_  
Jon Kennedy  
Chair, Board of Supervisors

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

CONTRACTOR

Deborah K. Freeze  
Deborah K. Freeze, an individual

Date: 6-4-14

APPROVED AS TO FORM:

Stephen L. Mansell  
Stephen L. Mansell  
Deputy County Counsel

Date: 6/9/14

## EXHIBIT A

### SCOPE OF WORK

1. Purpose. To deliver quality, respectful medical services to inmates at the Plumas County Correctional Facility (“PCCF”).
2. Services to be provided. Contractor shall provide professional nursing services to the PCCF, as follows:
  - a. One (1) nurse shall be on duty and available to the jail Monday through Friday (excluding holidays) between 8 a.m. and 5 p.m. (excluding a one-hour lunch-break) to provide daily “sick call” and handle other tasks related to the provision of nursing services under this Agreement.
  - b. At least one (1) nurse shall be on-call at all other times, including holidays, to provide call-back nursing services as requested by the PCCF with reasonable response times.
  - c. County and Contractor shall coordinate to provide any necessary training to PCCF staff as to appropriate situations to request call-back nursing services.
  - d. Contractor shall ensure that the PCCF has the contact information, including telephone number, of the designated on-call nurse(s) at all times. If the designated on-call nurse does not respond, County may contact Contractor and request that a substitute on-call nurse respond.
  - e. All nurses shall be supervised by doctors associated with the North Fork Family Medicine practice group. Contractor shall enter into an appropriate agreement with North Fork Family Medicine to provide for such supervision. Nurses shall perform triage on medical requests from inmate patients and shall consult with physicians regarding care and treatment of inmate patients as is necessary and appropriate. Nurses shall oversee the dispensing of medications to inmate patients in accordance with physician orders.



## **EXHIBIT B**

### **FEE SCHEDULE**

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee of Eighteen Thousand Five Hundred Eighty-Three and 34/100 Dollars (\$18,583.34) per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the representative designated by the County at the address provided in Section 6.4 of this Agreement.
3. Contractor shall be responsible for the payment of all premiums for insurance required under this Agreement.

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE**

# PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: June 9, 2014

To: The Honorable Board of Supervisors

From: Roberta Allen, CPA, Auditor / Controller

Subject: Adoption of Proposition 4 Appropriation Limits for Fiscal Year 2014/15

**RECOMMENDATION:**

Adopt a Resolution adopting Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2014/15.

**BACKGROUND:**

Article XIII B of the California Constitution provides that each local government shall be subject to an annual appropriation limit and that the Governing Body shall select the change in cost of living methodology and either the change in Per Capita Income percentage or change in the Local Assessment roll due to the addition of non-resident new construction.

The percentage change in California Per Capita Income was used to compute the Fiscal Year 2014/15 appropriation limits and the applicable statements showing the calculations have been prepared and are attached for review.

I respectfully request that the resolution to establish, the Special Districts governed by the Board and the County, spending limits be adopted as written.

RESOLUTION NO. 14-

**A Resolution establishing Fiscal Year 2014/15 Appropriation limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board Of Supervisors governed Special Districts**

**WHEREAS**, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article and Article XIII B Section 8 (e) (2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

**WHEREAS**, using the percentage change in California Per Capita Income, rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction, provides the higher appropriation limit; and

**WHEREAS**, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2014/2015; and has prepared the applicable statements showing the calculation, and such statements are available for public review:

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2014/2015; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED**, that the appropriations limits for Plumas County and Board-governed Special Districts are hereby established as follows and that the limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution:

Plumas County	\$ 30,133,570
Quincy Lighting	\$ 112,953
CSA #11 (Ambulance)	\$ 60,973
Beckwourth CSA	\$ 17,560

**BE IT FURTHER RESOLVED**, that any judicial action of proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Division 9 of the Government Code.

**RECEIVED**  
**JUN 05 2014**  
Auditors / Risk

**RESOLUTION NO. 14-**

The foregoing, Resolution No. 14- was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the \_\_\_\_ day of \_\_\_\_\_, 2014 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
**Chair, Board of Supervisors**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Board of Supervisors**

**Plumas County**  
**Prop 4 Calculations**  
**January 1, 2013 to January 1, 2014**

California Department of Finance Per Capita Percentage change over prior year	$\frac{(0.23) + 100}{100} = 0.9977$	<sup>1</sup>
Plumas County Population Percentage Change	$\frac{(1.28) + 100}{100} = 0.9872$	<sup>2</sup>
<b>Calculation of Factor for FY 2014/15</b>		<b>0.9849</b> <sup>1x2</sup> <sup>u</sup>

**Prop 4 Spending Limits  
FY 2014/15**

Jurisdiction	County FY 2013/14 Limit	County FY 2014/15 Factor	County FY 2014/15 Limit	District FY 2014/15 Limit
Plumas County	\$ 30,595,563	0.9849	\$ 30,133,570	
Crescent Mills Lighting	\$ -	0.9849	\$ -	
Quincy Lighting	\$ 114,685	0.9849	\$ 112,953	
West Almanor CSD	\$ 704,897	0.9849	\$ 694,253	
CSA #8 Water	\$ -	0.9849	\$ -	
Plumas Eureka CSD	\$ 64,685	0.9849	\$ 63,708	
CSA #11	\$ 61,908	0.9849	\$ 60,973	
Beckwourth CSA	\$ 17,829	0.9849	\$ 17,560	
Indian Valley CSD	\$ 18,515	0.9849	\$ 18,235	
P.C. Flood Control	\$ -	0.9849	\$ -	
Greenhorn Creek CSD	\$ 94,312	0.9849	\$ 92,888	
Prattville-Almanor Fire	\$ 76,519	0.9849	\$ 75,364	
Beckwourth Fire	\$ 39,882	0.9849	\$ 39,280	
Chester Fire	\$ 301,458	0.9849	\$ 296,906	
Crescent Mills Fire	\$ 302,221	0.9849	\$ 297,657	
Graeagle Fire	\$ 162,832	0.9849	\$ 160,373	
Hamilton Branch Fire	\$ 399,955	0.9849	\$ 393,916	
Laporte Fire	\$ 27,152	0.9849	\$ 26,742	
Meadow Valley Fire	\$ 115,941	0.9849	\$ 114,190	
Peninsula Fire	\$ 327,462	0.9849	\$ 322,517	
Quincy Fire	\$ 529,697	0.9849	\$ 521,699	
Sierra Valley Fire	\$ 104,244	0.9849	\$ 102,670	
Indian Valley CSD	\$ 149,230	0.9849	\$ 146,977	
Eastern Plumas Rural Fire	\$ 118,854	0.9849	\$ 117,059	
Chester Cemetary	\$ -	0.9849	\$ -	
Crescent Mills Cemetary	\$ -	0.9849	\$ -	
Cromberg Cemetary	\$ -	0.9849	\$ -	
Greenville Cemetary	\$ -	0.9849	\$ -	
Meadow Valley Cemetary	\$ -	0.9849	\$ -	
Mohawk Valley Cemetary	\$ -	0.9849	\$ -	
Portola Cemetary	\$ -	0.9849	\$ -	
Quincy Cemetary	\$ 318,262	0.9849	\$ 313,456	
Taylorville Cemetary	\$ -	0.9849	\$ -	
Central Plumas Rec.	\$ 899,937	0.9849	\$ 886,348	
Johnsville PU	\$ 124,291	0.9849	\$ 122,414	
Graeagle CSD	\$ 26,975	0.9849	\$ 26,568	
Greenville CSD	\$ 562,118	0.9849	\$ 553,630	
IV Soil Conser.	\$ -	0.9849	\$ -	
La Porte Cemetary	\$ -	0.9849	\$ -	
Air Pollution Control	\$ -	0.9849	\$ -	
CSA #12	\$ -	0.9849	\$ -	
Sierra Valley Ground Water	\$ -	0.9849	\$ -	
Feather River Canyon CSD	\$ -	0.9849	\$ -	
<b>Totals</b>	<b>\$ 36,259,424</b>		<b>\$ 35,711,906</b>	

**Plumas County**

**Prop 4 Spending Limit  
FY 2014/15**

*Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	0.9977
X	
Population Growth from	
01/01/13 - 01/01/14	0.9872
<b>Growth Factor FY 2014/15</b>	<b>0.9849</b>

FY 2013/14 Prop 4 Spending Limit \$ 30,595,563

**FY 2014/15 Prop 4 Spending Limit \$ 30,133,570**



**Roberta M. Allen, CPA  
Auditor / Controller**



**Quincy Lighting**

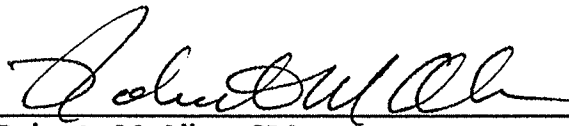
**Prop 4 Spending Limit  
FY 2014/15**

*Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	0.9977
X	
Population Growth from	
01/01/13 - 01/01/14	0.9872
<hr/>	
Growth Factor FY 2014/15	0.9849

FY 2013/14 Prop 4 Spending Limit   \$   114,685

**FY 2014/15 Prop 4 Spending Limit   \$   112,953**



**Roberta M. Allen, CPA**

**CSA #11**

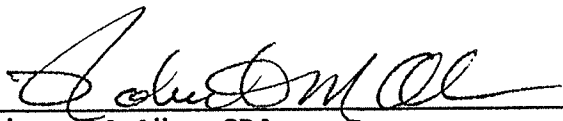
**Prop 4 Spending Limit  
FY 2014/15**

*Growth Factor:*

Per Capita Personal Income Change from Prior Year	0.9977
X	
Population Growth from 01/01/13 - 01/01/14	0.9872
<hr/>	
Growth Factor FY 2014/15	0.9849

FY 2013/14 Prop 4 Spending Limit   \$     61,908

**FY 2014/15 Prop 4 Spending Limit   \$     60,973**

  
\_\_\_\_\_  
Roberta M. Allen, CPA  
Auditor / Controller

**Beckwourth CSA**

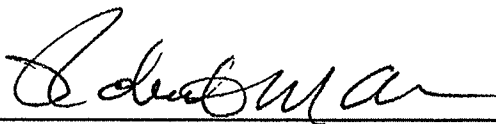
**Prop 4 Spending Limit  
FY 2014/15**

*Growth Factor:*

Per Capita Personal Income	
Change from Prior Year	0.9977
X	
Population Growth from	
01/01/13 - 01/01/14	0.9872
<hr/>	
Growth Factor FY 2014/15	0.9849

FY 2013/14 Prop 4 Spending Limit \$ 17,829

**FY 2014/15 Prop 4 Spending Limit \$ 17,560**



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**Roberta M. Allen, CPA  
Auditor / Controller**



May 2014

Dear Fiscal Officer:

**Subject: Price and Population Information**

**Appropriations Limit**

The California Revenue and Taxation Code, section 2227, mandates the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2014, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2014-15. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2014-15 appropriations limit. Attachment B provides city and unincorporated county population percentage change. Attachment C provides population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. Consult the Revenue and Taxation Code section 2228 for further information regarding the appropriations limit. Article XIII B, section 9(C), of the State Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this issue should be referred to their respective county for clarification, or to their legal representation, or to the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2014.**

**Please Note:** Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN  
Director  
By:

KEELY M. BOSLER  
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2014-15 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2014-15	-0.23

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2014-15 appropriation limit.

**2014-15:**

Per Capita Cost of Living Change = -0.23 percent  
 Population Change = 0.95 percent

Per Capita Cost of Living converted to a ratio:  $\frac{-0.23 + 100}{100} = 0.9977$

Population converted to a ratio:  $\frac{0.95 + 100}{100} = 1.0095$

Calculation of factor for FY 2014-15:  $0.9977 \times 1.0095 = 1.0072$

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2013 to January 1, 2014 and Total Population, January 1, 2014**

County City	<u>Percent Change</u>	<u>Population Minus Exclusions</u>		<u>Total Population</u>
	2013-2014	1-1-13	1-1-14	1-1-2014
Plumas				
Portola	-1.49	2,012	1,982	1,982
Unincorporated	-1.26	17,377	17,158	17,158
County Total	-1.28	19,389	19,140	19,140

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**Attachment C**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2013 to January 1, 2014**

County	<u>Percent Change</u> 2013-14	<u>--- Population</u> 1-1-13	<u>Minus</u>	<u>Exclusions</u> 1-1-14	<u>---</u>
<b>Placer</b>					
Incorporated	1.68	250,045		254,244	
County Total	1.47	360,802		366,115	
<b>Plumas</b>					
Incorporated	-1.49	2,012		1,982	
County Total	-1.28	19,389		19,140	
<b>Riverside</b>					
Incorporated	1.09	1,886,877		1,907,390	
County Total	1.12	2,245,447		2,270,576	
<b>Sacramento</b>					
Incorporated	0.83	874,426		881,696	
County Total	0.76	1,437,887		1,448,791	
<b>San Benito</b>					
Incorporated	0.83	38,264		38,581	
County Total	0.77	57,079		57,517	
<b>San Bernardino</b>					
Incorporated	0.79	1,750,720		1,764,569	
County Total	0.78	2,036,953		2,052,770	
<b>San Diego</b>					
Incorporated	1.26	2,631,041		2,664,112	
County Total	1.23	3,083,107		3,120,897	
<b>San Francisco</b>					
Incorporated	1.29	825,762		836,388	
County Total	1.29	825,762		836,388	
<b>San Joaquin</b>					
Incorporated	0.93	558,164		563,363	
County Total	1.10	699,080		706,770	
<b>San Luis Obispo</b>					
Incorporated	-0.22	152,425		152,095	
County Total	0.09	266,231		266,476	

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

PLUMAS COUNTY OFFICE OF EDUCATION  
PLUMAS EARLY EDUCATION & CHILD CARE COUNCIL  
50 Church Street • Quincy CA 95971 • 530-283-6500 ext 234

6F

DATE: June 6, 2014  
TO: The Honorable Board of Supervisors  
FROM: Pamela Becwar, Coordinator  
RE: Identification of Local Child Care Priorities

By mandate, Local Child Care Planning Councils are required to submit to the Child Care and Development Division the local priorities it has identified that reflect child care needs in our county.

#### RECOMMENDATIONS

The Board of Supervisors is required by the state to sign off on the identified priorities. We are requesting that the Chair of the Board sign the attached state form. It is also signed by the Superintendent of Schools and the Chair of the Council.

#### BACKGROUND

The priority community for 2013-14 has been identified in the following categories as follows:

##### **General child care (0-3)**

Priority 1 = Chester, Portola, and Quincy  
Priority 3 = Greenville

##### **State preschool (3-5)**

Priority 2 = Chester and Quincy  
Priority 3 = Greenville and Portola

Chester, Portola and Quincy are identified as a Priority 1 in General Child Care because 50% or more of the children who are eligible for state subsidized care are not receiving that care. Chester and Quincy are Priority 2 for State Preschool because at least 35% of children who are eligible for subsidized preschool are not receiving that care.

There are sufficient child care providers and state supported preschools in Greenville based on the requirements of this report as they do not have a minimum of 10 unserved children in either ages 0 – 3 or ages 3 -5. This report does not reflect the recent closure of the Mountain Valley Child Development Center in Crescent Mills.

Data calculations are based on the 2012 American Institutes for Research and information from state preschools, FRC, Head Start and the Child Care Resource & Referral Network.

These priorities are one measure used if additional funding for child care becomes available to Plumas County.



### Instructions for the LPC Priority Submittal

Please submit your Local Child Care Planning Council Priorities using the following specifications:

- One Excel spreadsheet for General Child Care and Development Programs.
  - One Excel spreadsheet for State Preschool Programs.
  - All zip codes in a county **cannot** be listed as Priority 1.
  - Only one LPC Priority per zip code.
  - Use Microsoft Excel 2000 or newer version.
- 

There are only three columns of information necessary on each excel spreadsheet.

1. **County Code:** Please enter the two digit code for the county in question. For instance, Butte County is 04, Alameda is 01, and Fresno is 10. **(text format)** Please note that for county code numbers below 10 (i.e. Alameda, Butte, Contra Costa, etc.) you may not be able to type in both "0" and the "number" if the format is set to "Number". You may need to change the format for that column to "Text."
2. **Zip Code:** Please include only one zip code per LPC priority number. For example, 95661 is LPC priority 1 ONLY... Not both LPC priorities 1 and 2. **(use text format).**
3. **LPC Priority Ranking:** Please enter the corresponding LPC priority ranking next to the appropriate zip code. Remember, only one LPC priority per zip code.

Your county must choose one of three methods to submit priorities and it must be the same choice on both spreadsheets. The three methods are listed below:

1. All zip codes for the county are listed and given a corresponding LPC priority ranking of 1, 2, or 3.
2. Most zip codes for the county are listed and given a corresponding LPC priority ranking of 1 or all remaining (non-listed) zip codes are designated as LPC Priority 3.
3. Most zip codes for the county are listed and given a corresponding LPC priority ranking of 1, 2, or 3. All remaining (non-listed) zip codes are given **no priority** and will not be funded.

Please check the box that corresponds with the methodology you selected for your county.

Your county must submit this form electronically as an attachment to Linda Parfitt's e-mail at [LParfitt@cde.ca.gov](mailto:LParfitt@cde.ca.gov) by May 30 of every year. A hard copy must also be mailed to:

Linda Parfitt, Consultant  
Child Development Division  
1430 N Street, Suite 3410  
Sacramento, CA 95814

An example of the LPC Priority Submittal is included below.

**Plumas County General Child Care and Development LPCs  
County Priorities FY 2013-14**

County Number	Zip Code	Priority
32	96122-CPRE	3
32	95971-CPRE	2
32	96020-CPRE	2
32	95947-CPRE	3
32	95947-CCTR	3
32	96122-CCTR	2
32	96020-CCTR	2
32	95971-CCTR	2

- All zip codes for the county are listed and given a corresponding LPC priority ranking of 1, 2, or 3.
- Most zip codes for the county are listed and given a corresponding LPC priority ranking of 1 or 2. All remaining (non-listed) zip codes are designated as LPC Priority 3.
- Most zip codes for the county are listed and given a corresponding LPC priority ranking of 1, 2, or 3. All remaining (non-listed) zip codes are given NO PRIORITY and **will not be funded**.

**Signatures:**

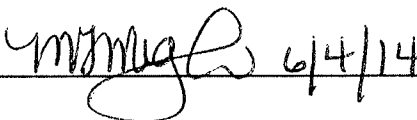
LPC  
Chairperson

\_\_\_\_\_

Board of  
Supervisors  
Representative

\_\_\_\_\_

County  
Superintendent  
of Schools

 6/4/14  
\_\_\_\_\_

Date  
Submitted

\_\_\_\_\_

**Local Planning Council (LPC) County Priorities Report Form**

**Return To:**

Local Planning Council Consultant  
Child Development Division  
1430 N Street, Suite 3410  
Sacramento, CA 95814

**Due Date:**

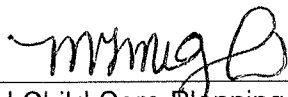
Please complete all the information requested below:

County Name: PLUMAS	LPC Coordinator Name and Telephone Number: Pamela Becwar 530-283-6500 ext 234
------------------------	--

The LPC hereby certifies that the priorities as indicated below have been prepared and reviewed in accordance with Education Code requirements. Please check off all boxes that apply.

- The priorities submitted to CDD in 2008 are still valid, no change is needed, and spreadsheet(s) are attached for both CCTR and CSPP
- The priorities have been revised for 2012 and spreadsheet(s) are attached for both CCTR and CSPP.
- The LPC used Option 1 to establish priorities 1, 2, and 3.
- The LPC used Option 2 to establish priorities 1, 2, and 3.
- The LPC used Option 3 for Priority 3.
- The LPC used Option 4 for Priority 3.

**SIGNATURES\***

County Board of Supervisors Representative	Telephone Number	Date
		6/17/14
County Superintendent of Schools Representative	Telephone Number	Date
	530-283-6500 ext 221	6/6/14
Local Child Care Planning Council Chairperson	Telephone Number	Date
		6/12/14

**\*Instructions for Signatures:**

If the priorities previously submitted are still valid, only the LPC Chairperson signature is required. If revised priorities are being submitted, it is a local decision whether the changes are significant enough to require approval by the authorized representatives of the County Board of Supervisors and the County Superintendent of Schools or whether they may be approved solely by the LPC Chairperson.

Recommended Plumas County Subsidy Priority Zip Codes for Infant Toddler Care and Development Services 2014-2015

Plumas County (32) 2013 Zip Code Priorities Report - Infant Toddler (CCTR)

BOS District	Zip Code	City	Estimated # of 0 - 35 month olds eligible for State-Subsidy in working families	Total Full-Day CCTR Spaces for 0-35 month olds	Total Early Head Start Spaces for 0-35 month olds	Total Blended Funding Spaces for 0 - 35 month olds	Total 0 - 35 month olds in Stage 2 or 3 Voucher Program	Total 0 - 35 month olds in CAP Voucher Program	TOTAL Subsidized Full Day Spaces for 0 - 35 month olds	Estimated Number of Children NOT Served	Estimated % of Children NOT Served	# of Low API Elementary Schools	Priority 1 (50% underserved, more than 10% underserved)	Priority 2 (35% underserved, more than 10% underserved)	Priority 3 (20% underserved, more than 10% underserved)	2013 Previous Priority Ranking
2	95947	Greenville	11					7	7	4	36%	1	X		X	1
4	95971	Quincy	32	8				7	15	17	53%	0	X			2
3	96020	Chester	13					2	2	11	85%	0	X			3
1	96122	Portola	21				1	9	10	11	52%	0	X			1

Sources: 2012 Estimates of children eligible for State Subsidy (70% of 2005 State Median Income) from American Institutes for Research (AIR) analysis of American Community Survey, Public Use Microdata (PUMS)  
 Number of children in Stage 2 & 3 and the CAP Voucher programs from PPS Resource and Referral 2014

Recommended Plumas County Subsidy Priority Zip Codes for CA State Preschool Services 2014-15

Plumas County (32) 2013 Zip Code Priorities Report Child Care Centers (CPRE)

BOS District	Zip Code	City	Estimated # of 3 & 4 yr olds eligible for State-Subsidized Preschool	Total Full Day Spaces in CSP or Head Start Classrooms	Total CSP or Head Start Part-Day Part Year Spaces	Total 3 & 4 yr olds in Stage 2 or 3 Voucher Program	Total 3 & 4 yr olds in CAP Voucher Program	TOTAL Subsidized Full & Part Time Spaces for 3s & 4s	Number of Children NOT Served	% of Children NOT Served	# of Low API Elementary Schools	Priority 1 (50% underserved, more than 10% unserved)	Priority 2 (35% underserved, more than 10% unserved)	Priority 3 (20% underserved, more than 10% unserved)	2013 Previous Priority Ranking
2	95947	Greenville	32		16	1	6	23	9	28%	1			X	3
4	95971	Quincy	99	46		3	7	56	43	43%	0		X		3
3	96020	Chester	39		16		4	20	19	49%	0		X		1
1	96122	Portola	64	20	20	2	7	49	15	23%	0			X	1

Sources: 2012 Estimates of children eligible for State Preschool (70% of 2005 State Median Income) from American Institutes for Research (AIR) analysis of American Community Survey  
 Counts of state or federally funded full and part day spaces from Head Start, FRC, State Preschool sites 2014  
 Number of children in Stage 2 & 3 and the CAP Voucher programs from PRS Resource and Referral 2014

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**Plumas County  
Child Abuse Prevention Council**

**Janine  
Coordinator**

**P.O. Box 382  
Quincy, CA 95971**

**(530) 283-5333  
[janine@plumaschildren.org](mailto:janine@plumaschildren.org)**

**DATE: June 9, 2014**

**TO: The Honorable Plumas County Board of Supervisors**

**FROM: Janine, Coordinator**

**SUBJECT: Signing Contracts for CAPIT and Services**

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**RECOMMENDATION/ACTION:** I am requesting that the Board approve signing these two contracts. These are amendments that would extend for one year the existing contracts for CAPIT funding; one between Plumas County and Plumas Rural Services and one between Plumas County and Plumas Crisis Intervention and Resource Center.

**BACKGROUND:** The Child Abuse Prevention, Intervention, and Treatment (CAPIT) funding continues to be allocated to Plumas County by the state of California. In 2011, as part of a three-year plan, an RFP process was used to choose the programs and agencies that would receive this funding, which comes through the Plumas County Department of Social Services. The three-year plan that includes the CAPIT funding is being extended for one year. Elliott Smart has approved the extended three-year plan and the one-year extension of funding for these CAPIT grants.

No General Fund monies are involved in these contracts and both have been approved as to form.

Copies of these contracts are available with the Clerk of the Board.

Thank you.



Boy Scouts of America  
Nevada Area Council, Lassen District  
P.O. Box 367  
Chester, CA 96060

6H

June 9, 2014

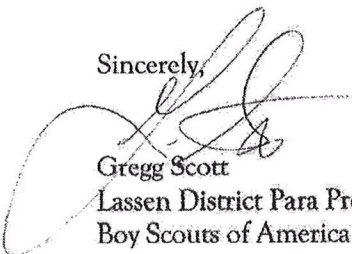
Sherrie Thrall, Supervisor Dist.3  
Plumas County Board of Supervisors  
520 Main Street  
Quincy, CA 95971

Dear Sherrie,

Per our conversation, the Lassen District of the Boy Scouts has reserved the back half of the Chester Park on July 12, 2014 to be used as a "Day Camp" area for the cub scouts in Plumas, Lassen and No. Sierra Counties. The annual Day Camp is an opportunity for the younger scouts to have a day of activities and games and become truly familiar with the scouting experience. We hope to have 40 to 60 scouts and their families attend this event. The event has usually been held in Lassen County. The selection of the Chester Park was made as a means to make it easier for Plumas and Sierra County scouts to attend, do to the closer location, and to bring more visitors to our local communities.

Our district events are locally planned and self funded. Every cost that we can save is a cost that will not be added to the registration fee, allowing more scouts to attend. With the above in mind I write this letter to ask the Plumas County Board of Supervisors to waive the usage fees for the park for our event. I thanks you in advance for your consideration and support.

Sincerely,

  
Gregg Scott  
Lassen District Para Professional  
Boy Scouts of America

BY-LAWS

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PLUMAS COUNTY MENTAL HEALTH COMMISSION (PCMHC)

**Article I. Title of Commission**

The name of this board shall be the PLUMAS COUNTY MENTAL HEALTH COMMISSION. These by-laws govern the conduct of all business of the Mental Health Commission of Plumas County.

**Article II. Authority and Purpose**

The PCMHC has been authorized by the California legislature in Section 5604 of the Welfare and Institutions code.

The purpose of this Commission is established in Section 5604.2, which includes the following duties:

- (a) The local mental health board shall do all of the following:
1. Review and evaluate the community's mental health needs, services, facilities, and special problems.
  2. Review any county agreements entered into pursuant to Section 5650.
  3. Advise the governing body and the local mental health director as to any aspect of the local mental health program.
  4. Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process.
  5. Submit an annual report to the governing body on the needs and performance of the county's mental health system.
  6. Review and make recommendations on applicants for the appointment of a local director of mental health services. The board shall be included in the selection process prior to the vote of the governing body.
  7. Review and comment on the county's performance outcome data and communicate its findings to the California Mental Health Planning Council.
  8. Nothing in this part shall be construed to limit the ability of the governing body to transfer additional duties or authority to the PCMHC.
- (b) It is the intent of the Legislature that, as part of its duties pursuant to subdivision (a), the board shall assess the impact of the realignment of services from the state to the county, on services delivered to clients and on the local community.

**Article III. Membership**

**A) Number and Composition of Members**

1. The PCMHC shall consist of twenty (20) members.
2. One member shall be a member of the Board of Supervisors, the governing body.



3. Fifty (50) percent or more of the members shall be consumers or family members who are or have received Mental Health services. At least twenty (20) percent shall be direct consumers and at least twenty (20) percent shall be family members.
4. Fifty (50) percent or less of membership shall be community members representing public interest in the mental health needs of Plumas County, (e.g. persons in the professions of education, law, criminal justice, and fiscal management).
5. Membership shall reflect the ethnic diversity of Plumas County to the extent feasible.
6. It is advisable, but not mandatory that representatives of each major community of the county be selected.
7. All members shall be residents of Plumas County or be substantially employed in the county or are non-residents who are representative of the public interest in mental health who are not full-time or part-time employees of the county mental health service, the State Department of Health Care Services, or on the staff of, or a paid member of the governing body of, a mental health contract agency.
8. The term of each member (ending December 31<sup>st</sup>) shall be for three (3) years with one-third of the members changing each year; (the term shall be marked by a letter of certification by the Board of Supervisors).
9. A quorum shall be one person more than one-half of the number of appointed voting members including the Board of Supervisors representative.
10. A vacancy shall occur when:
  - a) A member fails to attend three (3) consecutive meetings and the Commission recommends to the Board of Supervisors that the position be deemed vacant.
  - b) The member submits his or her resignation in writing.
  - c) Or by death, adjudicated incapacity, or non-residency.
11. No member of the Commission or his/her spouse shall be a full-time or part-time employee of the Plumas County Mental Health Department, or a Service Contract facility.
12. The Board of Supervisors shall appoint the members of the Plumas County Mental Health Commission. The Commission may, but is not required to, make recommendations to the Board of Supervisors for appointment of members.

#### **Article IV. Officers**

- A) The Officers of the Commission shall be the Chairperson, Vice Chairperson, and Secretary/Treasurer. Plumas County Mental Health shall provide a non-voting clerk to the Commission.
- B) The Officers shall be elected at the regular meeting in January, and shall assume the duties at the next regular meeting.
- C) The Officers shall serve a term of two (2) years or until their successors are selected.
- D) The duties of the Chairperson shall be to preside at all meetings of the Commission and act as the liaison with the Mental Health Director.
- E) The Vice Chairperson shall preside over the meeting in the absence of the Chairperson.

- F) The Secretary/Treasurer shall oversee membership matters of this Commission.
- G) The Clerk of the Commission (non-voting) shall maintain complete records for the Commission.

#### **Article V. Meetings**

- A. Regular meetings of this board shall be held on a monthly basis (currently the second Wednesday of each month) from 12-2pm in the Quincy Library Community Room at 445 Jackson Street.
- B. Special meetings may be called by the Chairperson or a majority of the board members.
- C. All board and committee meetings shall be open to the public and subject to the Brown Act (Government Code, section 54950).

#### **Article VI. Committees**

- A. The Chairperson may form committees to perform tasks and to advise the Commission.

#### **Article VII. Conduct of Meetings**

- A. The meetings of this Board shall be conducted in accordance with Roberts Rules of Order.

#### **Article VIII. Amendment of By-Laws**

- A. These by-laws may be altered or amended by a majority of the members of the Commission provided that a thirty (30) day written notice is mailed/emailed to the Commission members prior to the meeting at which the vote will be taken.
- B. The amendments must be approved the 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: JUNE 3, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR   
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 17, 2014

RE: APPROVAL OF AN INTERAGENCY MEMORADUM OF UNDERSTANDING (MOU) BETWEEN THE DEPARTMENT OF SOCIAL SERVICES AND THE PROBATION DEPARTMENT FOR DRUG AND ALCOHOL TESTING SERVICES

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

1. Approve an interagency Memorandum of Understanding (MOU) between the Department of Social Services and the Probation Department for drug and alcohol testing services for parents of children in the Child Welfare system.
2. Authorize the Director of Social Services and the Interim Chief Probation Officer to sign the MOU as the Board's designees.
3. Authorize the Department of Social Services and the Probation Department to execute extensions of the MOU subject to the availability of funding and an agreement regarding compensation provided that extensions shall be executed in writing.

**Background and Discussion**

When children are removed from an unsafe home and one of the precipitating factors in the decision to remove the children is the parents abuse of drugs or alcohol, the Superior Court will typically order that the parent submit to drug and/or alcohol testing as part of the case management plan for the family. The Department of Social Services has obtained such services in the past from the County Alcohol and Other Drug Treatment program and from the Plumas Crisis Intervention and Resource Center (PCIRC). When services from PCIRC became prohibitively expensive, the Department entered into an agreement with the

Probation Department to obtain the services. Due to changes in leadership at the Probation Department, we have only now been able to conclude negotiations on a new agreement.

The enclosed Memorandum of Understanding with the Probation Department will continue a drug testing program operated between Probation and the Department of Social Services for parents who are required to test as a part of their Court-ordered case management plan. The agreement is subject to annual extensions subject to the availability of funding, an agreement regarding compensation and written documentation of the extension.

### **Financial Impact**

Funding for drug and alcohol testing services is included in the Department's proposed County budget. The funding to support this program comes from County 2011 Realignment dollars and Federal funds.

### **Other Agency Involvement**

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

Copy: DSS Management Staff (memo only)  
Dan Prince, Interim Chief Probation Officer

Enclosure

### Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made by and among the following departments of the COUNTY OF PLUMAS, a political subdivision of the State of California: the Department of Social Services (hereinafter referred to as "DSS"), and the Probation Office (hereinafter referred to as "PROBATION").

The parties agree as follows:

1. Scope of Work. PROBATION shall provide DSS with services as set forth in Exhibit A, attached hereto, on an as-needed basis upon the request of DSS.
2. Compensation. DSS shall pay PROBATION for services provided to DSS as provided in Exhibit B, attached hereto.
3. Term. The term of this MOU shall be from July 1, 2013 through June 30, 2014, unless terminated earlier as provided herein. Following the conclusion of the current term, the agreement may be extended for additional periods of twelve months duration each subject to an agreement by the parties regarding compensation and scope of services. Evidence of an extension shall be in the form of a memorandum of extension signed by the Department Heads.
4. Termination. Either party may terminate this MOU by giving sixty (60) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this MOU, insufficient funds are appropriated to make the payments called for by this MOU, this MOU shall be of no further force or effect. In this event, DSS shall have no liability to pay any further funds whatsoever to PROBATION or furnish any other consideration under this MOU and PROBATION shall not be obligated to perform any further services under this MOU. If funding for any fiscal year is reduced or deleted for the purposes of this program, DSS shall have the option to either cancel this MOU with no further liability incurring to DSS, or offer an amendment to PROBATION 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. PROBATION acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this MOU shall be completed promptly and competently. PROBATION agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This MOU may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this MOU shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Licenses and Permits. PROBATION represents and warrants to DSS that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for PROBATION to perform its duties and obligations under this MOU. PROBATION represents and warrants to DSS that PROBATION shall, at its sole cost and expense, keep in effect at all times during the term of this MOU any licenses, permits, and approvals that are legally required for PROBATION or its principals to perform its duties and obligations under this MOU.
9. Assignment. PROBATION may not assign, subcontract, sublet, or transfer its interest in this MOU without the prior written consent of DSS.
10. Non-discrimination. PROBATION agrees not to discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age or medical condition.
11. Choice of Law. The laws of the State of California shall govern this MOU.
12. Interpretation. This MOU is the result of the joint efforts of both parties and their attorneys. The MOU and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
13. Integration. This MOU constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
14. Severability. The invalidity of any provision of this MOU, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
15. Headings. The headings and captions contained in this MOU are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this MOU.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

17. Conflict of Interest. The parties to this MOU have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. PROBATION represents that it is unaware of any financial or economic interest of any public officer or employee of DSS relating to this MOU. It is further understood and agreed that if such a financial interest does exist at the inception of this MOU and is later discovered by DSS, DSS may immediately terminate this MOU by giving written notice to PROBATION.
18. Notice Addresses. All notices under this MOU shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

DSS:

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

PROBATION:  
270 County Hospital Road, Suite 128  
Quincy, CA 95971  
Attention: Dan Prince, Chief Probation Officer

19. Time of the Essence. Time is hereby expressly declared to be of the essence of this MOU and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this MOU.

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

**PROBATION:**

**DEPT. OF SOCIAL SERVICES:**

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

Name: Dan Prince  
Title: Chief Probation Officer  
Date signed:

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

Name: Elliott Smart  
Title: Director  
Date signed:

**APPROVED AS TO FORM:**

County Counsel

By: Stephen L. Mansell 6/3/14  
Stephen L. Mansell  
Deputy County Counsel



**EXHIBIT A****Scope of Work**

PCDSS will:

1. Refer clients to PROBATION for drug and/or alcohol testing. Referrals from PCDSS will include the client's name, the name of the referring Social Worker and the test(s) required.
2. Reimburse PROBATION within 30 days of receipt of invoice.

PROBATION will:

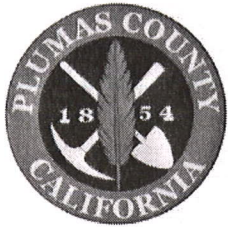
1. Upon receipt of a referral, establish and maintain a client file.
2. Maintain a daily log of all tests performed.
3. Purchase all drug related test kits, consisting of 6 panel-dip reditest which tests for Benzodiazepines, Cocaine, Marijuana, Methamphetamine, Opiates and Methadone.
4. Collect urine specimen for testing according to a secure protocol and perform requested test.
5. Mail collected samples to a drug testing facility if detailed testing is requested; e.g., THC levels rather than simply "positive". Report the results of such tests as soon as administratively practical.
6. Mail all requests for alcohol tests to a certified laboratory after the sample has been collected.
7. Inform the referring DSS Social Worker of test results as soon as administratively practical. Assure that informing mechanisms protect the confidentiality of the referred person(s) and the test results.
8. Inform the referring DSS Social Worker when a referred person does not appear for the scheduled test.
9. Invoice PCDSS on a monthly basis. Invoices shall include, at a minimum, the number and type of tests being billed for during the invoiced period.

**EXHIBIT B**

**Fee Schedule**

Reimbursement Rates:

1. Invoices shall be sent by PROBATION to DSS on a monthly basis.
2. Prices for testing will include the actual cost of supplies and for sample collection.
3. Standard six panel tests shall be reimbursed at the rate of \$15.00 per test.
4. Alcohol tests and tests requiring measurement of drug levels shall be reimbursed at the rate of \$20.00 per test.



## DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

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

60K1

**Dony Sawchuk**  
**Director**

Date: June 17, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE DIRECTOR OF AIRPORTS TO:  
(1) SUBMIT APPLICATIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP)  
GRANTS,  
(2) ACCEPT AIP GRANT FUNDS,  
(3) EXECUTE AIP GRANT AGREEMENTS, AND  
(4) IMPLEMENT TRANSFERS OF AIP GRANT ENTITLEMENTS BETWEEN PLUMAS  
COUNTY AIRPORTS.**

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### **Background**

The Director of the Department of Facility Services & Airports is required to apply for and accept funds of a Grant Agreement with Federal Aviation Administration & California Department of Transportation – Aeronautics Division, for the Airport Improvement Program (AIP). This Resolution:

1. Authorizes the Director of Airports to file any and all applications for federal and state AIP grants for airport projects.
2. Authorizes the Director of Airports to accept the allocation of any and all federal and state AIP grant funds for airport projects.
3. Authorizes the Director of Airports to execute any and all AIP Grant Agreements and other documentation necessary to apply for and accept federal and state AIP funds for airport projects, subject to approval as to form by the Plumas County Counsel.
4. Authorizes the Director of Airports to agree with the Federal Aviation Administration to transfer grant funds entitled by the FAA from one Plumas County airport to another Plumas County airport.
5. Authorizes the Director of Airports to execute any and all documents necessary to effectuate such transfers of entitlements, subject to approval as to form by the Plumas County Counsel.

### **Recommendation**

Approve Resolution as stated.

The above referenced "Resolution" has been approved for submission by County Counsel.

RESOLUTION NO. 14- \_\_\_\_\_

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS AUTHORIZING THE DIRECTOR OF AIRPORTS TO (1) SUBMIT APPLICATIONS FOR AIRPORT IMPROVEMENT PROGRAM (AIP) GRANTS, (2) ACCEPT AIP GRANT FUNDS, (3) EXECUTE AIP GRANT AGREEMENTS, AND (4) IMPLEMENT TRANSFERS OF AIP GRANT ENTITLEMENTS BETWEEN PLUMAS COUNTY AIRPORTS.

**WHEREAS**, the County of Plumas and the Federal Aviation Administration are parties to federal Airport Improvement Program (AIP); and,

**WHEREAS**, the California Department of Transportation, pursuant to the Public Utilities Code section 21683.1, provides grants of 5% of Federal Aviation Administration grants to airports; and,

**WHEREAS**, the California Department of Transportation requires the Board of Supervisors to adopt a resolution authorizing the submission of applications for AIP Matching grants; and,

**WHEREAS**, federal and state grants funds entitled to one Plumas County airport are occasionally needed with greater urgency at another Plumas County airport; and,

**WHEREAS**, the need to apply for and accept federal and state grant funds and to manage the allocation of grant funds among Plumas County airports recurs regularly, and it is to the County's benefit to authorize the Director of Airports to take such actions without delay.

**NOW, THEREFORE BE IT RESOLVED** that the Board of Supervisors of the County of Plumas, State of California:

1. Authorizes the Director of Airports to file any and all applications for federal and state AIP grants for airport projects.
2. Authorizes the Director of Airports to accept the allocation of any and all federal and state AIP grant funds for airport projects.
3. Authorizes the Director of Airports to execute any and all AIP Grant Agreements and other documentation necessary to apply for and accept federal and state AIP funds for airport projects, subject to approval as to form by the Plumas County Counsel.
4. Authorizes the Director of Airports to agree with the Federal Aviation Administration to transfer grant funds entitled by the FAA from one Plumas County airport to another Plumas County airport.
5. Authorizes the Director of Airports to execute any and all documents necessary to effectuate such transfers of entitlements, subject to approval as to form by the Plumas County Counsel.

**BE IT FURTHER RESOLVED**, that the authority granted above does not affect the need to comply with the Plumas County Purchasing Policy with respect to expenditure of AIP grant funds.

I hereby certify the foregoing resolution was introduced and read at the regular meeting of the County Board of Supervisors of the County of Plumas on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the resolution was duly adopted at said meeting by the following vote:

**AYES:** \_\_\_\_\_

**NOES:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**ABSTAIN:** \_\_\_\_\_

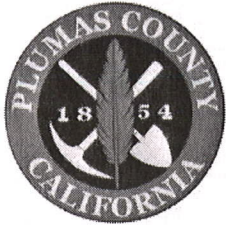
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Jon Kennedy, Chair  
Plumas County Board of Supervisors

**ATTEST:**

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Nancy Daferno, Clerk of the Board of Supervisors  
County of Plumas, State of California



**DEPARTMENT OF FACILITY SERVICES & AIRPORTS**

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

60K2

**Dony Sawchuk**  
Director

Board Meeting Date: June 17, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Approve budget transfer of \$4,400 from Permit Center Rail Project to Maintenance of Buildings and Grounds & Water/Sewer Expense.**

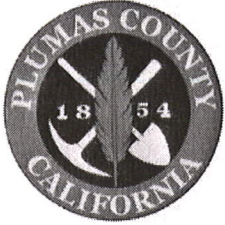
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**Background**

Facility Services has had to reprioritize its current budget in order to meet some pressing needs in other areas.

**Recommendation**

Approve budget transfer of \$4,400 from Permit Center Rail Project to Maintenance of Buildings and Grounds & Water/Sewer Expense.



**DEPARTMENT OF FACILITY SERVICES & AIRPORTS**

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

6K3

**Dony Sawchuk**  
**Director**

Board Meeting Date: June 17, 2014

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Approve Airports budget transfer of \$2,800 from Regular Wage & Group Insurance to Other Wages.**

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**Background**

Airports have had to reprioritize its current budget in order to meet some pressing needs in other areas. This transfer is to cover other wages through the end of the 13/14 fiscal year.

**Recommendation**

Approve Airports budget transfer of \$2,800 from Regular Wage & Group Insurance to Other Wages.

# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



## AGENDA REQUEST

For the June 17, 2014 meeting of the Plumas County Board of Supervisors

June 2, 2014

To:                      Honorable Board of Supervisors

From:                  Robert Perreault, Director of Public Works

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

Subject:              Solid Waste Budget Transfer from Acquisition Item 548211 to  
Transfer line item 580000.

## Background:

The Public Works Solid Waste Division has a charge against the Capitol Improvement Project the East Quincy Transfer Station Recycle Center incurred during FY 13/14. This charge is for costs involved with the construction of forms that were built for the Chester Transfer Station Recycle Project and will be used again at the East Quincy Transfer Station Recycle Improvement Project. This expense is being equally shared between both construction projects.

The attached budget transfer is for one-half of the Road Department Labor and Equipment charges to build the construction forms. In order to reimburse the Road Department for labor and equipment costs, funding needs to be transferred from the 548211 East Quincy Transfer Station Recycle line item to the Transfer Account 580000 line item.

The attached budget transfer has been reviewed and approved by the County Auditor.

## Recommendation:

The Department of Public Works respectfully recommends that the Board of Supervisors approve the attached budget transfer to move \$505.06 from the Capital Improvement Project "East Quincy Transfer Station Recycle" account 548211 to the Transfer Account 580000.



**COUNTY OF PLUMAS  
REQUEST FOR BUDGET APPROPRIATION TRANSFER  
OR SUPPLEMENTAL BUDGET**

TRANSFER NUMBER  
(Auditor's Use Only)

Department: Public Works Solid Waste Dept. No: 20579 Date 5/30/2014

The reason for this request is (check one):

- |    |                                     |   | <b>Approval Required</b> |
|----|-------------------------------------|---|--------------------------|
| A. | <input type="checkbox"/>            | Transfer to/from Contingencies OR between Departments | Board                    |
| B. | <input type="checkbox"/>            | Supplemental Budgets (including budget reductions)    | Board                    |
| C. | <input checked="" 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**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0109	20579	548211	E. Quincy Trf St Recycle	505.06
Total (must equal transfer to total)				505.06

**TRANSFER TO OR**      **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0109	20579	580000	Transfer	505.06
Total (must equal transfer to total)				505.06

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) Please see attached agenda item

B) \_\_\_\_\_

C) \_\_\_\_\_

D) \_\_\_\_\_

Approved by Department Signing Authority: J.P. Taddi 5/30/14

Approved/ Recommended  Disapproved/ Not recommended

Auditor/Controller Signature: [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.

# PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street  
Quincy, CA 95971-9366  
(530) 283-7011

www.plumascounty.us



**Date:** June 17, 2014

**To:** Honorable Chair and Board Members of the Plumas Board of Supervisors

**From:** Randy Wilson, <sup>PW</sup> Planning Director and Co-Manager Plumas County Flood Control and Water Conservation District

**Subject:** Discussion and consideration of approval of a request to extend the existing contract expiration date and update the administrative contact for the contract between the USDA, Forest Service, Plumas National Forest and the County of Plumas to complete work under the existing Proposition 50 Grant.

## **Background:**

On June 2, 2009 Plumas County entered into a Prop 50 grant agreement with the Department of Water Resources (DWR). This grant agreement contract contains many elements. See attached grant agreement for details. A summary of the project elements of the grant agreement are as follows:

Last Chance Creek Watershed Restoration Project Phase II: Your Board determined in November 2013 to not carry out this project and to reprogram the remaining funds to other projects.

Upper Middle Fork Project: On October 17, 2012 a contract between the County and UC Davis was approved for this modeling project. The project is in process.

Quincy Wetlands Treatment Project: Most elements of this project have been completed.

Genesee Valley Integrated Water Management Project: The project sponsor is the Feather River Land Trust. The project affects the Hart K Ranch.

Sierra Valley Inventory, Capping, and Sealing Project: This project has been on hold.

Sierra Valley Integrated Water Management Project: The project sponsor is the Feather River Land Trust. The project is in regard to the Maddalena Ranch.

National Forest Water Quality Improvement Project: The contract with the Forest is the subject of this agenda request. The existing contract expires on June 30, 2014. A considerable portion of the project has been completed, but more work needs to be done. Staff is proposing a 2 year extension of this contract or until June 30, 2016. The Forest also wants to change the administrative contact for the contract.

## **ACTIONS FOR CONSIDERATION:**

Staff recommends the Board of Supervisors take the following action:

Approve the attached changes to the contract with the USDA, Forest Service, Plumas National Forest for work related to water quality on the forest and authorize the Planning Director to sign the contract.

Attachments:

Proposed changes to contract with USDA, Forest Service, Plumas National Forest  
Existing contract between Plumas County and the USDA, Forest Service, Plumas National Forest  
Prop 50 Grant Agreement between State of California Department of Water Resources and County of Plumas dated June 1, 2009

# PLUMAS COUNTY AUDITOR / CONTROLLER

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



**Date:** 6/10/2014  
**To:** Honorable Board of Supervisors  
**From:** Roberta M. Allen, Auditor / Controller *RMA*  
**Subject:** Authorize Auditor to accept and deposit into the Auditor's Trust \$75,375.36 to be received from the Superior Court of California, County of Plumas, pending determination of eligibility of the County to receive and spend the funds.

## Recommendation:

Authorize Auditor to accept and deposit into the Auditor's Trust (fund 5030) funds to be received from the Superior Court of California, County of Plumas, in the amount of \$75,375.36. The funds will remain unspent in the Auditor's Trust (fund 5030) pending determination of eligibility of the County to receive and spend the funds.

## Background:

When Plumas County closed the Alcohol and Drug Department in 2009, the California Department of Health Care Services ("DHCS") assumed various functions of the Alcohol and Drug Programs. The Superior Court of California, County of Plumas, was allocated grant monies in 2009/10 and 2010/11 for the purpose of funding an adult drug court and a Prop 36 court. The Superior Court operated the programs for a short duration, and when the programs ceased to operate there were unspent funds in the amount of \$75,375.35. Since the grants were closed, the money could not be spent and has remained in an account under the Superior Court since that time. The Superior Court has tried numerous times to return the funds to DHCS, but was informed that the DHCS does not have authority to accept the funds.

The funds will be transferred to the State of California by July 1, 2014 if they are not spent. In order to determine if the County can legally accept and spend these funds, a thorough review of the grant requirements must be done. Until the time that a determination can be made, it is the opinion of the Auditor and County Counsel that the funds should be transferred to the Auditor's Trust (fund 5030), and held there until a determination is made.

# Plumas Superior Court

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Deborah W. Norrie, Court Executive Officer  
520 Main Street, Rm. 104, Quincy, CA 95971 (530) 283-6016 Fax: (530) 283-6415  
E-mail: Deborah.norrie@plumas.courts.ca.gov



**Hon. Ira Kaufman**  
Superior Court Judge, Presiding  
**Hon. Janet Hilde**  
Superior Court Judge

June 9, 2014

Ms. Roberta Allen  
Auditor  
County of Plumas  
520 Main Street  
Quincy, California 95971

Dear Ms. Allen:

As you and I previously discussed, the Superior Court of California, County of Plumas (“Court”) attempted to return to the California Department of Health Care Services (“DHCS”) grant monies allocated for fiscal year 2009–2010 and fiscal year 2010–2011 to fund an adult drug court and a Prop 36 court. DHCS assumed various functions of the Department of Alcohol and Drug Programs when that department was eliminated. DHCS informed the Court that the grant monies, in the remaining amounts listed below, cannot be transferred to DHCS:

Prop 36	\$36,036.35
DCP	\$21,295.27
CDCI	\$18,043.74
Total	<u>\$75,375.36</u>

This letter confirms my understanding that when substance abuse treatment program funding was realigned from state to local governments effective July 1, 2011, counties were to have a Drug Court Subaccount (now the Behavioral Health Subaccount) to be used, among other uses, to fund the cost of drug court operations and services as those costs are permitted and described by statute and regulation. Plumas County (“County”), and not the DHCS or the Court, is the appropriate authority to hold and expend funds for drug and alcohol programs and, thus, the Court intends to remit the above-referenced funds to the County prior to the end of this fiscal year.

If the County has any questions or specific instructions for the Court regarding the disposition of the funds, please contact the undersigned immediately.

Sincerely,

A handwritten signature in cursive script, appearing to read "Deborah W. Norrie".

Deborah W. Norrie  
Court Executive Officer

cc: Presiding Judge Ira Kaufman  
Craig Settlemire, County Counsel

# Plumas Superior Court

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Deborah W. Norrie, Court Executive Officer  
520 Main Street, Rm. 104, Quincy, CA 95971 (530) 283-6016 Fax: (530) 283-6415  
E-mail: Deborah.norrie@plumas.courts.ca.gov



**Hon. Ira Kaufman**  
Superior Court Judge, Presiding  
**Hon. Janet Hilde**  
Superior Court Judge

May 19, 2014

Ms. Mary M. Skorka  
DUI Supervisor  
California Department of Health Care Services  
Substance Use Disorder Compliance Division  
1700 K Street, MS 2600  
Sacramento, California 98511

Dear Ms. Skorka:

As you may recall, I previously contacted you on behalf of the Superior Court of California, County of Plumas ("Court") regarding the desire of the Court to return to the appropriate agency grant monies allocated for FY 2009/10 and FY 2010/11 to fund an adult drug court and a Prop 36 court in the remaining amounts listed below:

Prop 36	\$36,036.35
DCP	\$21,295.27
CDCI	\$18,043.74
Total	<u>\$75,375.36</u>

This letter confirms my understanding that the referenced funds cannot be transferred to the California Department of Health Care Services ("Department") because the Department does not have authority to accept the funds. Based on this understanding, the current intent is for the Court to remit the referenced funds to Plumas County prior to the end of fiscal year 2013–2014. The Court assumes the County will accept and place the funds in the Behavioral Health Subaccount described in Government Code Section 30025 to fund services consistent with the statute, although the final decision as to appropriate disposition of the funds will rest with the County, not the Court.



If the Department has any questions or concerns regarding the proposed disposition of the funds, please contact the undersigned immediately. If the Court receives no objection from the Department by June 2, 2014, the Court intends to proceed with remittance of the grant monies to Plumas County.

Sincerely,

Deborah W. Norrie  
Court Executive Officer

9B

**RESOLUTION NO. 14 -**

**A RESOLUTION ADOPTING THE RECOMMENDED BUDGET FOR PLUMAS COUNTY AND THE DEPENDENT SPECIAL DISTRICTS THEREIN FOR FISCAL YEAR 2014-2015, IN ACCORDANCE WITH GOVERNMENT CODE §29064**

**WHEREAS**, the Recommended Budget for FY 2014-2015 for Plumas County was prepared and distributed according to law, and a copy of the Proposed Budget is on file with the Clerk of the Board; and

**WHEREAS**, the Board of Supervisors now seeks to adopt the Recommended Budget in accordance with Government Code §29000 et. seq., and adopt recommended budgets for Special District for which the Board of Supervisors is the governing board.

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

1. The recommended budget has been modified as the result of meeting with departments in order to constitute the Recommended Budget for FY 2014-2015 for Plumas County and those Special Districts governed by the Board of Supervisors.
2. A copy of the Recommended Budget shall be filed with the Clerk of the Board.
3. All Capital Improvement Projects and Fixed Asset Purchases in the General Fund are frozen until final adoption of the FY 2014-2015 Budget or until individually approved by the Board of Supervisors.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a special meeting of said Board held on the 17th day of June, 2014 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

\_\_\_\_\_  
Chair, Board of Supervisors

**ATTEST:**

\_\_\_\_\_  
Nancy DaForno,  
Executive Clerk/Board of Supervisors