



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF JANUARY 14, 2014 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

Convene as the Flood Control & Water Conservation District Governing Board

SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

1. **FLOOD CONTROL & WATER CONSERVATION DISTRICT** – Robert Perreault
Report on the status of the public negotiations with the California Department of Water Resources and the State Water Contractors having to do with the State Water Project Contract Extension. Discussion, possible action and/or direction to staff

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

2. BOARD OF SUPERVISORS

- A. Presentation of *Certificate of Appreciation and Recognition* of Marleen Langrehr, Senior Services to acknowledge her dedicated service to the citizens of Plumas County
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

CHESTER CEMETERY DISTRICT

Appoint Gary Cornwell to the Chester Cemetery District Board of Directors replacing Ron Longacre

3. DEPARTMENTAL MATTERS

A. MENTAL HEALTH – Peter Livingston

- 1) Presentation of planning document entitled “2014 Plumas County Mental Health Program Adjustments”. Discussion, possible action and/or direction to staff
- 2) Adopt **RESOLUTION** to amend the Plumas County Position Allocation for Budget Year 2013-2014 by adding 1.0 FTE Lead Community Care House Attendant within Department 70574. **Roll call vote**

B. DISTRICT ATTORNEY – David Hollister

- 1) Adopt **RESOLUTION** amending the Job Description of Deputy District Attorney II/III. **Roll call vote**
- 2) Adopt **RESOLUTION** to amend the Classification Plan to include Investigations Specialist, Range 1817. **Roll call vote**
- 3) Adopt **RESOLUTION** to amend the 2013-2014 Position Allocation for the District Attorney Department 70301 to reflect .80 FTE Investigative Assistant or Investigations Specialist. **Roll call vote**
- 4) Authorize the District Attorney to recruit and fill funded and allocated 1.0 FTE Legal Services Assistant I/II to replace retiring employee. Discussion and possible action
- 5) Adopt **RESOLUTION** to amend the 2013-2014 Position Allocation for the District Attorney Department 70301 by increasing 1.0 FTE Legal Services Assistant effective January 14, 2014 and decrease .80 FTE Department Fiscal Officer I/II effective February 09, 2014. **Roll call vote**

4. BOARD OF SUPERVISORS

Approve and authorize the Chair to execute License Agreement between County of Plumas and High Sierra Music, Inc. for annual outdoor music festival held in and around the Plumas-Sierra County Fairgrounds, Quincy (2014-2018). Approved as to form by County Counsel. Discussion and possible action

5. 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. SHERIFF

Approve and authorize the Sheriff to sign contract between the Plumas County Sheriff and California Department of Justice of \$40,000 for livescan fingerprint submission. Approved as to form by County Counsel

B. PROBATION

Approve and authorize the Acting Chief Probation Officer to sign contract between Plumas County and Trinity County Juvenile Detention Facility for use of the juvenile hall for minors in custody. Approved as to form by County Counsel

C. BOARD OF SUPERVISORS

Accept donation from Supervisor Thrall of \$420.96 for cost of camera for live-streaming Board of Supervisors meetings

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- B. Conference with Legal Counsel: Initiation of litigation pursuant to Subdivision (d)(4) of Government Code §54956.9 - Plumas National Forest Travel Management Plan
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, January 21, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.

3A1

PETER
LIVINGSTON'S
VISION
FOR THE

MISSION
OF
PCMH

PROVIDE
QUALITY
MENTAL HEALTH
SERVICES

TO BOTH
CLIENTS
&
CUSTOMERS

THAT ARE
EASILY
ACCESSIBLE

AND TO DO SO
IN A
MANNER
THAT:

ESTABLISHES
A STRONG
LOCAL PRESENCE

IS COMPATIBLE
WITH A
BEHAVIORAL HEALTH
MODEL

REDUCES
RISK & LIABILITY
TO BOTH THE
COUNTY & CITIZENS

AND IS
SELF FUNDED

AND
FISCALLY
SUSTAINABLE

PLUMAS COUNTY MENTAL HEALTH - PROGRAM ADJUSTMENTS - 2014

PLUMAS COUNTY MENTAL HEALTH PROGRAM ADJUSTMENTS WINTER 2013

OVERVIEW

The information included in this packet contains the specific components required to implement a plan to bring the following vision and mission for the Plumas County Department of Mental Health (PCMH) to actualization:

To provide **QUALITY MENTAL HEALTH SERVICES** that are **EASILY ACCESSABLE** to both **CLIENTS** and **CUSTOMERS**, and to do so in a manner that establishes a **STRONG LOCAL PRESENCE**, is compatible with a **BEHAVIORAL HEALTH MODEL**, **REDUCES RISK and LIABILITY** to both the county and citizens, is **SELF-FUNDED** and **FISCALLY SUSTAINABLE**, and will position PCMH well to meet current and potential future **CHANGES IN THE DELIVERY OF MENTAL HEALTH SERVICES**.

Currently there are a number of obstacles that prevent PCMH from achieving the vision noted above. For over three years the Department has been under-staffed. This situation has resulted in a decrease in the quality, quantity, and timely availability of services. Another chronic problem has been the fact that the office space available in Greenville and Chester has been sub-standard and is unsuitable to provide for the needs of the department going forward. The other problem currently facing the Department is that the transition to TelePsychiatry was poorly planned and executed, and experience to date has identified a number of areas that need improvement to make this program into the excellent service that it has potential to be.

A full implementation of this plan would result in the establishment of offices that are conveniently located in each of the four population centers in Plumas County. To start with, three of the four offices would be staffed 40 hours a week with both clinical and office assistant staff members. In addition, TelePsychiatry services would be offered in each of the 4 geographical areas of the county. Office space could be made available to other county departments and programs for shared use and the convenience of clients. Space for small group meetings could be provided to a variety of users. Provision of such offices would be consistent with the current emphasis of various MHSA programs that establish "Wellness Centers" that are distributed on a neighborhood basis.

An increase in the utilization of regional offices from current levels will trigger stringent standards applicable to full-service satellite offices. Each location will be subject to site audits on an annual basis. With proper staffing levels and management, as provided for in this plan, compliance will be able to be achieved. Current usage of office space in the regional areas is pretty much capped as a result of the constraints imposed as mentioned above. Further, office space use at the Annex will be at full capacity, and new space will be needed for additionally allocated therapist positions.

Current resources available to achieve this plan include MediCal billings and Realignment funds, as well as MHSA funds. Augmented funding from other programs or departments could result in additional collaborative efforts to provide mental health services that may be desired separately from those identified herein.

The Affordable Care Act is predicted to result in an approximate 10% - 15% increase in client demand for mental health services that will be funded through MediCal. MediCal funding for AOD treatment may result in increased opportunities for collaboration between PCAOD and PCMH.

In the event of a future societal move toward a Capitated Managed Care System, the establishment of comprehensive service delivery in the present should position the county and the department well by establishing a healthy base upon which future payment calculations may be made.

This plan is fully compatible with a Behavioral Health model, and if fully implemented, could provide immediate benefits to PC Alcohol and Drug, as well as other potential county partners.

An expanded range of services would be made available at each location. Standard services including child and adult therapy and case management services would be available. Family therapy would also be available. Experimentation with more group therapy opportunities would become more viable. Expansion of conventional services would be augmented by a more inclusive process at the grass-roots and community levels, with a greater emphasis on stakeholder participation. The citizens of Plumas County represent a valuable resource within the community, and with some additional support and resources it is possible that a number of creative, citizen-driven projects could blossom and add to what is referred to as the "capacity" of the community.

This plan, as with most things in life, is subject to ongoing review and revision as conditions, circumstances, and insights change.

NEWLY ALLOCATED POSITIONS

1	1 FTE	Program Chief (this will provide one Chief for Adult Programs and one for Child Programs) * Due to increased staff; increased OnCall supervision; high percentage of new staff; increased community collaboration; reallocation of management duties due to new structure that emphasizes licensed staff.
1	3 FTE	Mental Health Therapists (MHT) or Behavioral Health Therapists (BHT) * One position due to decrease of clinical time available as a result of Electronic Health Records (EHR). * One position due to increase of clients under Affordable Care Act (ACA). * One position due to attrition factors.
1	2 FTE	Case Managers (one for Child clients and one for Adult clients) * Due to unmet demand and increase caseload due to the Affordable Care Act.
1	1 FTE	Psychiatry Services / Physical Health Program Chief * Needed to implement full service TelePsychiatry in Chester, Greenville, and Portola in addition to Quincy. * Open to the possibility of providing TelePsychiatry in the jail, subject to fiscal and technological solutions. * Facilitate the increasing push to integrate physical health and mental health services.
2	1 FTE	TelePsychiatry Coordinator (equivalent to a Fiscal Technician) * Needed to implement full service TelePsychiatry in Chester, Greenville, and Portola in addition to Quincy.
2	1 FTE	TelePsychiatry Nurse * Needed to implement full service TelePsychiatry in Chester, Greenville, and Portola in addition to Quincy.
3	2 FTE	Office Assistant I, II, or III (one each for potential offices in Greenville and Chester) * Will be needed if regional offices become predominant and fully staffed in local communities.

Legend: **1** = Immediate Need **2** = Conditional Need **3** = Conditional and Longer Term Need

JOB DESCRIPTIONS

These items are job descriptions that will either need to be newly created or added to in conjuntin with the Human Resources Department.

- | | | | |
|----------|----------|--|--|
| 1 | New | Department Fiscal Officer III | <ul style="list-style-type: none"> * Needed as the result of recent administrative personnel changes and alteration in departmental structure. * Assumption of additional oversight & administration of HER software and computer systems and network. |
| 1 | Enhanced | TelePsychiatry Nurse | <ul style="list-style-type: none"> * TelePsychiatry nursing requires speciality skills over and above standard psychiatric nursing. As such, a new job description needs to be developed, along with an adjustment in salary, to account for the additional specializations that are required. |
| 2 | New | Medication/Physical Health Program Chief | <ul style="list-style-type: none"> * Needed to implement full service TelePsychiatry in Chester, Greenville, and Portola in addition to Quincy. * There is a current movement toward closer cooperation between mental and physical health providers. This movement is being driven by state directives and incentives. PCMH is currently involved in a Performance Improvement Project in cooperation with many other counties that focuses in this area. |
| 2 | New | TelePsychiatry Coordinator | <ul style="list-style-type: none"> * Needed to implement full service TelePsychiatry in Chester, Greenville, and Portola in addition to Quincy. * This position handles the nuts-and-bolts of TelePsychiatry such as scheduling, operation of technology, coordination of services, interface between clients, clinicians, and case managers. May handle transportation related issues. Interface with TelePsychiatry provider. |
| 3 | Enhanced | Regional Lead Therapist (MHT III or BHT III) | <ul style="list-style-type: none"> * Need to oversee operation of fully staffed offices with a 40 hour a week, highly accessible presence in Greenville and Chester. A similar position may evolve in Portola if such advances are made there. The office in Portola is currently acceptable and meets basic needs, but is not conducive to full staffing. |

Legend: **1** = Immediate Need **2** = Conditional Need **3** = Conditional and Longer Term Need

PLUMAS COUNTY MENTAL HEALTH
PROGRAM ADJUSTMENTS
WINTER 2013

SALARY ADJUSTMENTS

ACTION NEEDED ADJUSTMENT POSITION

CLINICAL POSITIONS

1	Adjustment	15% over existing	Mental Health Therapist (MHT I & II)
1	Adjustment	22.5% over existing	Behavioral Health Therapist (BHT I & II)
1	Adjustment	15% over existing	Program Chief
1	Adjustment	15% over existing	Director
3	New	5% over new MHT II	Regional Lead Therapist - MHT III (possible new position)
3	New	5% over new BHT II	Regional Lead Therapist - BHT III (possible new position)

See Page 9 for the Salary Adjustment Worksheet which provides background on existing inter-departmental salary inequities and other bases for the above figures.

NURSING AND MEDICATION-RELATED POSITIONS

1	Adjustment	TBD	Registered Nurse (or creation of a TelePsychiatry Nurse position)
2	New	TBD	Medication/Physical Health Program Chief
2	New	TBD	TelePsychiatry Coordinator
2	New	TBD	MHSA Coordinator (Mental Health Services Act)

ADMINISTRATIVE POSITION

1	New	15% over DFOII	Departmental Fiscal Officer III
----------	-----	----------------	---------------------------------

Legend: **1** = Immediate Need **2** = Conditional Need **3** = Conditional and Longer Term Need

COMMUNITY PRESENCE

Establishment of free-standing and prominently located offices in each geographical area of the county is seen as conducive to providing clients and citizens with easy access to services, and doing so in a manner that is fully embedded in and supportive of the community. Trends for the utilization of MHSA money across the state are showing up in the creation and maintenance of "Wellness Centers" that are distributed at the "Neighborhood" level. The fact of Plumas County's geographical distribution and four main population centers dovetails conveniently with current trends.

Plumas County Mental Health currently has MHSA funds that could be utilized for the establishment of Full Service Satellite offices which could be combined with aspects of Wellness Centers. The Board of Supervisors has authority to approve this action, which County Counsel has indicated is feasible.

Preliminary exploration indicates that suitable property in Greenville and Chester can be purchased and remodeled to meet legal requirement for around a maximum of \$300,000, while the probable cost is likely to be considerably less. Authorization from the Board to support the acquisition of satellite offices, and the eventual expenditure of funds as outlined herein is requested. Also possible is the exploration of options involving utilization of existing County-owned properties that would meet legal and future programmatic needs of the Department, including any remodeling needed to meet ADA and other functional requirements.

A POSSIBLE OFFICE PRESENCE IN LOCAL COMMUNITIES COULD LOOK SOMETHING LIKE THIS:

RECEPTION AREA, staffed by an office assistant.

OFFICE #1: Fulltime Therapist - Regional Lead.

OFFICE #2: Floating therapy office.

OFFICE #3: Shared office for use of collaborative partners, i.e. AOD, other county departments, Stakeholder groups.

SMALL GROUP ROOM: Used for groups and Wellness activities.

PERSONNEL RESOURCES AND FACILITIES WOULD BE AVAILABLE FOR COLLABORATIVE EFFORTS WITH COUNTY AND NON-PROFIT ENTITIES.

PROCEDURES & POLICY

- * A provision to make all therapist allocations in the department available to be filled by either Mental Health Therapists (MHT I, II, or if authorized, III), OR by Behavioral Health Therapists (BHT I, II, or if authorized, III).

COLLABORATION POSSIBILITIES

It must be noted that the opportunities noted below are only possibilities that exist from the point of view of the current administration of PCMH. At the present time (1-5-14), direct discussions or negotiations have not been instituted with the Directors of any of the identified potential collaborative departments or programs. Collaboration with other potential partners is possible too.

Alternative Sentencing Program, aka ASP

PCMH currently provides 1.0 FTE Behavioral Therapist position to this program. In addition, the Department contributes in other manners that result in other in-kind service that benefits the ASP. It has come to the attention of the Department that additional MH services may be desired by participants of the ASP. While sound and sustainable fiscal policy is of concern, the Department is prepared to explore whether and how additional mental health services could be made available to the ASP should the need be warranted and collaborative partners willing to expand the nature of this mutual effort.

PC Sheriff's Department

Information has come to the Department indirectly that there may be some desire for PCMH to provide psychiatric medication services to the jail population. Cost and technology issues would be a major consideration regarding this possibility, but the Department is open to discussions with interested parties. This service, as well as ongoing provision of Mental Health services in the jail are possibly best addressed through the Community Corrections Partnership process.

PC Alcohol and Drug

Authorization of Full Service Offices to be located in Greenville and Chester would provide the possibility of arranging for shared use of office space. In addition, both clients and staff would have access to the services of a full-time Office Assistant and standard office technology (phones, fax, internet access, etc.). In addition, opportunities for the development of sensible and legally compliant forms of clinical coordination and cooperation between PCAOD and PCMH are possible.

PC Department of Social Services

It would seem that possibilities exist for PCMH to provide personalized linkage services between PCMH clients and other citizens and the Department of Social Services. This could conceivably include insurance enrollment assistance with the Affordable Care Act; assistance with CalWORKs processes; coordination of General Assistance Benefits to assist Homeless and destitute individuals.

PC Information Technology

PCMH has been actively collaborating with the Dave Preston, and the department's acquisition of fiber optic internet capacity at the Annex has spurred the IT Department's move to enter into an MSA with Plumas Sierra Rural Electric for access to fiber optics.

SALARY WORKSHEET

Salary Adjustments are needed to provide equitable compensation commensurate with academic and licensure status within the county.

Plumas County Job Title: Substance Use Disorder Specialist II Mental Health Therapist I Behavioral Health Therapist I

Education: 155 Hours 6 Years 6 Years
apprx. equal to 1 semester college Master's Degree Master's Degree

Hours of Supervised Experience: 2,080 3,000 3,000

Credential Required: AOD Certificate License Issued by License Issued by
Issued by one of CA Board of CA Board of
6 organizations Behavioral Sciences Behavioral Sciences
authorized by DHCS MFT; LCSW; LPC MFT; LCSW; LPC

Additional Requirements: None None Meets AOD Certificate Requirements

Current Monthly PC Salary Level (Step A):

\$3,388 \$3,482 \$3,482

Suggested Adjustment to Achieve a Salary Differential that Fairly and Equitably Acknowledges Academic, Experience, and Licensing Differences.

N/A 15% Premium 22.5% Premium
SUD Specialist II SUD Specialist II

\$508 \$762

ADJUSTED MONTHLY SALARY:

\$3,388

\$3,990

\$4,244

Requests for salary adjustments have been brought before the Board over the last two to three years. The basis for the prior requests addressed the constraint imposed by the fact that the salaries provided by Plumas County for licensed therapists are considerably substandard when compared to other counties. Coupled with the constraints imposed by factors related to our geographical location and small population, the Department has suffered an increasing degree of attrition over the years. Nursing staff salaries need further analysis.

PLUMAS COUNTY MENTAL HEALTH

Peter Livingston, LCSW, Director
270 County Hospital Road, Suite 109 Quincy, CA 95971
(530) 283-6307 FAX (530) 283-6045
plivingston@kingsview.org



MEMO

DATE: January 14, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: Peter Livingston, LCSW, Director of Mental Health

SUBJECT: Agenda Item for the Board of Supervisors Meeting of January 14, 2014

REGARDING: Increase of 1.0 FTE in the Lead Community Care House Attendant position at the Sierra House.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS: Approve the Resolution to increase the allocation for the Lead Community Care House Attendant from 1.0 FTE to 2.0 FTE in Department 70574, and to approve hiring into that position.

BACKGROUND AND DISCUSSION: Previous staffing arrangements at the Sierra House, PCMH's Board and Care Facility, resulted in two individuals equally splitting a 1.0 FTE Lead Community Care House Attendant position. The resignation of one of the individuals leaves a .5 FTE position open. It has not been possible to fill that half-time position, and thus a short-staffing situation has occurred. Increasing the position by 1.0 FTE will allow the Sierra House to have two full-time permanent positions which will ensure continued, full coverage for client care and services at this supervisory level. In addition, this change will provide depth of coverage and experience should the Community Care House Manager position be vacated for any reason, either temporarily or permanently. Finally, the Lead positions are responsible for maintaining accurate medication documentation, keeping medication inventories current, and disposing of expired or no-longer-needed medications, all of which tasks are done in conjunction with the Drop-In Center nurses.

FINANCIAL IMPACT: There are no General Fund dollars involved in this matter. Any costs associated with this matter are covered by a combination of Federal and State funds.

RESOLUTION NO. _____

**RESOLUTION TO AMEND PLUMAS COUNTY POSITION ALLOCATIONS FOR
BUDGET YEAR 2013-2014, BY ADDING 1.0 FTE LEAD COMMUNITY CARE
HOUSE ATTENDANT WITHIN DEPARTMENT 70574.**

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

WHEREAS, the Mental Health Director Mr. Peter Livingston, has informed the Board of Supervisors of the need to increase the Lead Community Care House Attendant allocation by 1.0 FTE; and

WHEREAS, this will provide the ability to have a lead worker available at all times to cover the 24/7 operational needs of the facility; and

WHEREAS, the current 1.0 Lead Community Care House Attendant position has been split by two individuals, one of whom has resigned, leaving a .5 FTE position open and difficult to fill owing to its half-time status; and

WHEREAS, the existence of two individuals in the Lead Community Care House Attendant position will provide better depth of coverage and experience, as well as experienced relief resources should the Community Care House Manager position be vacated, either temporarily or permanently,

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

Approve the amendments to the Position Allocation for budget year
2013-14 to reflect the following:

<u>Mental Health – SIERRA HOUSE 70574</u>	<u>FROM</u>	<u>TO</u>
Lead Community Care House Attendant	1.0	2.0

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 14 day of January, 2014 by the following vote:

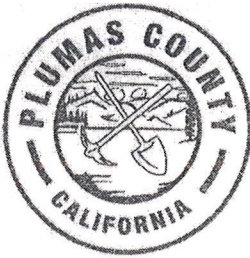
AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Executive Clerk/Board of Supervisors

3B1



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney
520 Main Street, Room 404 · Quincy, California 95971
(530) 283-6303 · Fax (530) 283-6340

Date: January 14, 2014
To: Plumas County Board of Supervisors
From: David Hollister, District Attorney
Subject: Amend job classifications for Deputy District Attorney II and III

Recommendation:

Adopt a **RESOLUTION** amending the Job Descriptions of Deputy District Attorney II and Deputy District Attorney III

Background and Discussion

Proposed over recent months has been a multi-step reorganization of the District Attorney's Office. Three key positions have become or are becoming vacant: the front office supervisor position entitled District Attorney Administrator/Assistant Public Administrator (DAA/APA), the Department Fiscal Officer II (DFO II) and the Deputy District Attorney III (DDA III).

The DAA/APA who supervised the legal support staff was recently replaced with a lower level position of Legal Services Assistant (LSA II). There are now two LSA's and we anticipate replacing the Fiscal Officer with another LSA as the Fiscal Officer retires.

The two advanced Deputy District Attorney classifications (II and III) do not include any supervisory functions. Instead, the supervision of the clerical staff providing service to the attorneys that was provided by the DAA/APA has been provided by the District Attorney. It is critical that the attorneys supervise the staff that provides them with clerical support. This element of the reorganization will be more efficient replacing the more costly supervisor who was between the prosecutors and their assistants with another LSA. The changes to the two attorney job descriptions are minor and do not result in any change in wages.

This change will result in annual savings of over \$32,000 per year. Also with the retirement of a long-time Deputy District Attorney, there is further savings of over \$28,000 per year. Humans Resources Director Trumbo provided assistance in creating the Resolution and approves this action. Union Business Representative Greg Ramirez has also approved these job descriptions.

DEPUTY DISTRICT ATTORNEY II

DEFINITION

Under direction, to perform a variety of professional legal work in the District Attorney's Office; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the experienced level in the Deputy District Attorney class series. Incumbents are typically assigned the full scope of criminal and family support matters. This class differs from Deputy District Attorney I in that assignments are performed with more independence and delegation of responsibility.

New → They may be required to supervise legal and clerical staff.

REPORTS TO

District Attorney.

CLASSIFICATIONS DIRECTLY SUPERVISED

None. Various legal and clerical staff.

DEPUTY DISTRICT ATTORNEY II - 2

EXAMPLES OF DUTIES

- Receives and reviews complaints for misdemeanor and felony cases.
- Examines evidence, interviews witnesses, and investigates the scenes of crimes.
- Determines whether or not a crime has been committed and if evidence justifies prosecution.
- Conducts pleading, arraignments, pretrial agreements, and other aspects of criminal trial work.
- Requests investigative assistance to secure evidence or makes personal investigations as necessary.
- Appears in court with complaints and tries cases.
- Presents evidence.
- Confers with judges and/or defense attorneys regarding modification, withdrawal, or changing of charges.
- Performs criminal trial work in the selection of jurors, prosecution of cases, sentences, and disposition of cases; prepares trial briefs.
- Researches questions of law.
- Anticipates and prepares for legal reasoning of defense attorneys.
- Drafts jury instructions.
- Presents opening statements.
- Interrogates and cross examines witnesses.
- Argues points of law.
- Presents final arguments and summations.
- Researches legal precedents and previous cases to determine the basis of prosecuting cases.
- Develops requisite information and presents family support cases.
- Prepares and reviews correspondence.
- Handles appeals as delegated.
- Advises the public on legal problems as directed.
- Supervises and evaluates assigned staff.

Now →

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and courtroom environments; continuous contact with staff and the public.

DEPUTY DISTRICT ATTORNEY II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- The Penal Code and other California statutes and their application to criminal and family support law.
- Judicial procedures and the rules of evidence.
- The principles of Criminal, Constitutional, and Administrative Law.
- Legal research methods.
- Principles of supervision, training, and staff evaluation.

New →

Ability to:

- Analyze facts and apply legal principles and precedents to specific criminal and family support cases.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Perform legal research.
- Prepare and present criminal and family support cases at all levels of the court system.
- Effectively represent the District Attorney Office in contacts with the public, community organizations, law enforcement agencies, and other government jurisdictions.
- Establish and maintain cooperative working relationships.
- To learn the principles of supervision and evaluation and to begin the work of supervising assigned staff.

New →

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

One (1) year of professional legal experience comparable to that of a Deputy District Attorney I with Plumas County.

Special Requirements:

- Active membership in the State Bar of California.
- Possession of a valid California Driver's License issued by the Department of Motor Vehicles

DEPUTY DISTRICT ATTORNEY III

DEFINITION

Under direction, to perform the more difficult and complex professional legal work in the District Attorney's Office; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level in the Deputy District Attorney class series. Incumbents are assigned the more difficult and complex legal cases, as well as the full scope of criminal and family support matters. This class differs from Deputy District Attorney II in that incumbents are assigned more complex legal work. They may be required to supervise legal, clerical and administrative staff.

REPORTS TO

District Attorney.

CLASSIFICATIONS DIRECTLY SUPERVISED

None. Various legal, clerical and administrative staff.

DEPUTY DISTRICT ATTORNEY III - 2

EXAMPLES OF DUTIES

- Performs specialized and complex legal cases and research.
- Provides supervision of other legal and professional staff.
- Receives and reviews complaints for misdemeanor and felony cases.
- Examines evidence, interviews witnesses, and investigates the scenes of crimes.
- Determines whether or not a crime has been committed and if evidence justifies prosecution.
- Conducts pleading, arraignments, pretrial agreements, and other aspects of criminal trial work.
- Requests investigative assistance to secure evidence or makes personal investigations as necessary.
- Appears in court with complaints and tries cases.
- Presents evidence.
- Confers with judges and/or defense attorneys regarding modification, withdrawal, or changing of charges.
- Performs criminal trial work in the selection of jurors, prosecution of cases, sentences, and disposition of cases.
- Prepares trial briefs.
- Researches questions of law.
- Anticipates and prepares for legal reasoning of defense attorneys.
- Drafts jury instructions.
- Presents opening statements.
- Interrogates and cross examines witnesses.
- Argues points of law.
- Presents final arguments and summations.
- Researches legal precedents and previous cases to determine the basis of prosecuting cases.
- Develops requisite information and presents family support cases.
- Prepares and reviews correspondence.
- Handles appeals as delegated.
- Advises the public on legal problems as directed.
- Supervises and evaluates assigned staff.

New →

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and courtroom environments; continuous contact with staff and the public.

DEPUTY DISTRICT ATTORNEY III - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- The Penal Code and other California statutes and their application to criminal and family support law.
- Judicial procedures and the rules of evidence.
- The principles of Criminal, Constitutional, and Administrative Law.
- Legal research methods.
- Principles of supervision, training, and staff evaluation.

New →

Ability to:

- Analyze facts and apply legal principles and precedents to specific criminal and family support cases.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Perform legal research.
- Prepare and present criminal and family support cases at all levels of the court system.
- Effectively represent the District Attorney Office in contacts with the public, community organizations, law enforcement agencies, and other government jurisdictions.
- Establish and maintain cooperative working relationships.
- Supervise, train, and evaluate the work of assigned staff.

New →

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying.

Four (4) years of professional legal experience comparable to that of a Deputy District Attorney II with Plumas County.

Special Requirements:

- Active membership in the State Bar of California.
- Possession of a valid California Driver's License issued by the Department of Motor Vehicles

RESOLUTION NO. _____

**RESOLUTION TO ADOPT AMENDMENTS TO THE JOB DESCRIPTIONS
OF DEPUTY DISTRICT ATTORNEY II AND III**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, District Attorney David Hollister brought forward to the Human Resources Director amendments to the 1995 job descriptions of the Deputy District Attorney II and Deputy District Attorney III; and

WHEREAS, it has been requested by the District Attorney to include language that would allow the Deputy District Attorney II and III to supervise legal support staff; and

WHEREAS, the District Attorney is in agreement that the amendments to these job descriptions would not result in additional salary; and

WHEREAS, the Human Resources Director has reviewed the changes requested and is also in agreement that the changes would not result in additional salary; and

WHEREAS, the amendments to the job descriptions are necessary to provide a more accurate description of the type of duties and responsibilities assigned to the Deputy District Attorney II and III.

WHEREAS, Operating Engineers Representative, Mr. Gregory Ramirez has reviewed these changes and has no issue with moving forward.

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

The job descriptions of the Deputy District Attorney II and Deputy District Attorney III are hereby amended as presented to 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 regular meeting of said Board held on the 14th day of January 2014 by the following vote:

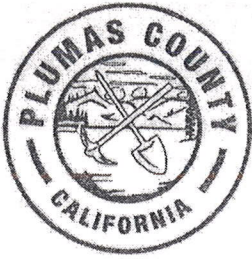
AYES:	Supervisors
NOES:	Supervisors
ABSENT:	Supervisors

Chairperson, Board of Supervisors

ATTEST:

Executive Clerk/Board of Supervisors

362,3



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

520 Main Street, Room 404 · Quincy, California 95971

(530) 283-6303 · Fax (530) 283-6340

Date: January 14, 2014
To: Plumas County Board of Supervisors
From: David Hollister, District Attorney
Subject: Reorganization of Investigations Division

Recommendation:

- 1) Adopt **RESOLUTION** to amend the Classification Plan to include Investigations Specialist, Range 1817.
- 2) Adopt **RESOLUTION** to amend the 2013-2014 Position Allocation for the District Attorney Department 70301 to reflect 0.80 FTE Investigative Assistant or Investigations Specialist.

Background and Discussion

The Investigation Assistant job classification was created in 2001 as a new position that was partially funded by an elder abuse grant and mostly funded by general fund monies (FTE 0.20 and 0.80). Since the recession, the elder abuse grant from the state ended and the FTE was reduced to 0.80. State grants also funded another member of the Investigations Division who was laid off in 2009, further reducing resources in this division.

With limited resources in other law enforcement agencies over the recession, and grant losses in this department the Investigative Assistant has stepped up to provide essential services including assisting the prosecutors in trial preparation, investigating and cataloging financial and other white collar crimes, preparing complex investigation reports concerning fraud and managing witness participation in court. This is a very different function from that provided by the Victim/Witness Program which is tasked with providing service to victims. The Investigative Assistant and Investigations Specialist provide essential service to the prosecutor.

The Investigative Assistant took the lead on investigating a number of complicated financial fraud cases resulting in two high-profile prosecutions one of which involves a

large amount of public funds. These investigations would not have been possible by this office or any local law enforcement office without the skill and dedication of the Investigative Assistant. Investigating financial fraud is not included in the current Job Description. These investigations have taken more than a year and are extremely complex.

The District Attorney has also recently had to contend with two officer involved shootings that could not be investigated by the Sheriff's Office due to the inherent conflict of interest. This type of investigation is extraordinarily involved and with only two persons in the Investigations Division, a high level of skill is needed. Fortunately, the two investigators have been here a long time and are highly trained and accomplished.

The Investigative Assistant also was of immense help during the recent murder trial, interviewing and persuading witnesses to testify and arranging travel and scheduling appearances at the preliminary hearing and at trial.

These key functions are significant additions to the role of the Investigative Assistant and therefore reorganization is needed to add a new classification: Investigations Specialist and having it flexibly allocated with the Investigative Assistant at FTE 0.80. This is *not* an increase in FTE. The proposed increase in range goes from 1652 to 1817 which is an increase of about 10%. The change is recommended and justified because of the savings of over \$60,000 per year in payroll due to the other changes in the department outlined in other Board memos on the agenda today. The cost increase due to this change is about \$4,000 per year.

Humans Resources Director Trumbo provided assistance in creating the Resolution and approves this job description and salary level. Operating Engineers Business Representative Greg Ramirez has also approved this job description.

DISTRICT ATTORNEY INVESTIGATIONS SPECIALIST

DEFINITION

Under general direction administers, plans, organizes, and supervises the coordination of a variety of District Attorney investigative and trial functions; is responsible and provides Administrative leadership; leads investigations in fraud and financial crime, represents the District Attorney with state, local and community organizations and other government agencies; and does related work as required.

DISTINGUISHING CHARACTERISTICS

This position is an advanced investigative position with responsibility for managing witness coordination during the investigation and prosecution of crime; with investigating financial crime and for organizing data and evidentiary documents for use by the prosecution and for presentation to a jury. The incumbent investigates white collar crime, fraud and complex financial crimes and coordinates with other law enforcement agencies, with financial institutions and professional organizations in collecting, analyzing and organizing evidence. This position represents the District Attorney with the victims of crime and arranges travel and other services for victims and witnesses during hearings and trials.

REPORTS TO

The District Attorney or the Senior DA Investigator.

CLASSIFICATIONS DIRECTLY SUPERVISED

Legal Services Assistant I or II, or District Attorney Investigative Assistant.

DA INVESTIGATIONS SPECIALIST - 2

EXAMPLES OF DUTIES

- Plans, directs, coordinates, and conducts criminal, family support, child abduction, and other investigations.
- Gathers, assembles, preserves, and reports facts and evidence.
- Interviews complainants, suspects, and witnesses, analyzing and evaluating their statements.
- Investigates financial crimes and analyses financial statements, preparing complex financial reports for use by the prosecutor.
- Prepares final investigative reports, presenting significant data in summary form.
- Prepares and executes warrants and related affidavits for search or arrest.
- Uses and maintains surveillance devices, photographic equipment, and recording equipment.
- Works closely with the Plumas County Sheriff's Office on criminal investigations.
- Assists other law enforcement agencies, including Federal, State, and local agencies on a request-to-assist basis.
- Provides trial attorneys with paralegal assistance in evidence review and evaluation, as well as preparation of cases for trial.
- Develops necessary information required by the exigent disclosure of information at or before trial or judgment.
- Investigates white-collar crime, consumer fraud, official misconduct, insurance sales, corporate securities, stock and bond transactions, and false and misleading promotions.
- Assists with Grand Jury investigations and presentations.
- Researches hidden assets and actual ownership of suspect business enterprises.
- Investigates alleged violations of Revenue and Taxation Codes, Election Laws, and other specified areas as directed.
- Keep statistics and provides records and reports for use by prosecutors.
- Serves as liaison between prosecutors within the District Attorney's Office and the victims of crime in both pre- and post-conviction instances.
- Coordinates witness appearances, working closely with the prosecutor to arrange travel, schedule testimony, provide care for them while waiting and sometimes to persuade and assure witnesses to keep them engaged.

DA INVESTIGATIONS SPECIALIST - 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal and written communication; use of office equipment including computers, various media & educational tools, telephones, calculators, copiers and FAX; driving throughout the County and travel to some conferences.

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Investigative techniques and procedures.
- Criminal and civil law, rules of evidence, and court procedures.
- Interviewing techniques.
- Basic accounting procedures and their application to law enforcement and family support investigations.
- Use and care of firearms.
- Principles of supervision, training, and employee evaluation.

Ability to:

- Assign, schedule, supervise and evaluate staff.
- Analyze and evaluate financial and statistical data, researching and gathering information from a wide variety of sources.
- Interpret and analyze possible financial fraud and summarize data for use by prosecutors.
- Interpret, apply and explain Federal, State and local laws, regulations, policies and procedures.
- Establish and maintain cooperative working relationships with various agencies involved in these criminal justice and related activities.
- Gather and analyze investigative data.
- Provide a variety of support for legal staff and other law enforcement agencies.
- Prepare clear, concise, and comprehensive investigative reports.

DA INVESTIGATIONS SPECIALIST - 4

- Interpret and apply codes, laws, and court decisions regarding the proper gathering and preservation of evidence.
- Deal tactfully and courteously with people from a variety of cultural and ethnic backgrounds.
- Exercise good judgment in handling potential hostile individuals/situations.
- Effectively represent the District Attorney's Office in contacts with the public, other County staff, and other law enforcement agencies.
- Establish and maintain cooperative working relationships.

Training and Experience:

Two (2) years of experience performing criminal or civil investigations.

OR

Successful completion of the courses required for a major from an accredited four (4) year college or university in criminology, law enforcement, criminal justice or related field.

Special Requirements: Possession of a valid California Driver's license issued by the California Department of Motor Vehicles.

Completion of a course outlined in Penal Code §832 with qualifications to testify in court.

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

INVESTIGATIVE ASSISTANT

DEFINITION

Under supervision provides investigative support to the District Attorneys Department, assists the District Attorney investigator, assists in the service of court documents, locating and interviewing witnesses; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

Incumbents provide investigative support to attorneys or investigators by assisting in the service of court documents, locating and interviewing witnesses, locating missing parents and abducted children, and retrieving certified documents and reports. The Investigative Assistant differs from the District Attorney Investigator in that the latter has full responsibility for independently planning and performing investigations. The Investigative Assistant assists with the routine aspects of non-criminal investigations. The Investigative Assistant is a non-safety classification.

REPORTS TO

Supervising Investigator.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

EXAMPLES OF DUTIES

- Assists District Attorney Criminal Investigator in research of case evidence.
- Recording crime scenes and in providing investigative support to attorneys in trial.
- Performs field work locating witnesses, abducted children, and/or missing parents.
- Services court documents.
- Interviews witnesses.
- Assists attorneys in case development.
- Provides information to persons seeking assistance for abducted children.
- Prepares file records and reports.
- Retrieves certified documents and reports.
- And performs case report tracking.

INVESTIGATIVE ASSISTANT – 2

ESSENTIAL FUNCTIONS:

- Safely operate vehicle to serve court documents and perform routine field work assignments;
- Operate computer keyboard;
- Interview witnesses to obtain needed information;
- Write concise and accurate reports;
- Prioritize casework assignments;
- Work independently in locating missing persons and in obtaining information

KNOWLEDGE OF:

- Criminal Judicial system;
- Laws governing domestic violence and custody of minors

ABILITY TO:

- Operate computer terminal;
- Operate vehicle

MINIMUM QUALIFICATIONS

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying. A typical way to obtain the required knowledge and abilities would be:

One (1) year of experience performing criminal or civil investigations.

OR

Completion of 50 college units with a major in administration of justice, social work, law enforcement or a closely related field.

OR

Successful completion of California P.O.S.T. training (Level 1 Reserves) and thirty (30) college units with a major in administration of justice or law enforcement

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

RESOLUTION NO. _____

**RESOLUTION TO ADOPT THE JOB DESCRIPTION AND SALARY
CLASSIFICATION OF DISTRICT ATTORNEY INVESTIGATIONS
SPECIALIST RANGE 1817**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, District Attorney David Hollister is requesting a reorganization within his department; and

WHEREAS, within this reorganization he has requested a new classification of District Attorney Investigations Specialist at range 1817 to be added to the Plumas County Position and Salary Classifications flexibly allocated with Investigative Assistant; and

WHEREAS, the Human Resources Director has reviewed the information provided by the District Attorney, including the proposed job description and salary range and has determined that it is within reason; and

WHEREAS, it is also within reason to create a classification at an advance step above the entry level Investigative Assistant position. The Investigations Specialist level would perform more complex investigation duties and would work more independently than the entry level position; and

WHEREAS, the proposed salary range for the District Attorney Investigations Specialist is 10% higher than that of the Investigative Assistant classification which is consistent with other advance level classifications within a series.

WHEREAS, Operating Engineers Representative, Mr. Gregory Ramirez was provided a copy of this job descriptions and has responded that the Union has no issue with the job description or the salary classification.

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

The County's classification plan is hereby amended to reflect the addition of the District Attorney Investigations Specialist at range 1817 and to be flexibly allocated with that of the Investigative Assistant, as presented to the Board.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of January 2014 by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Executive Clerk/Board of Supervisors

RESOLUTION NO. _____

**RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION ALLOCATION
FOR BUDGET YEAR 2013-14 WITHIN THE DEPARTMENT OF
70301 DISTRICT ATTORNEY**

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

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

WHEREAS, the District Attorney, David Hollister would like to reorganize his investigative staff so that he may have a total of FTE 0.80 flexibly allocated Investigative Assistant or Investigations Specialist; and

WHEREAS, the Investigative Assistant has been performing duties outside of the current job description including complex financial fraud cases and other activities that have resulted in two prosecutions, and

WHEREAS, the overall total FTEs for the District Attorney's Department will not increase but will cost about \$4,000 more in the 2014-15 Budget, and

WHEREAS, the cost for this change is justified by cost savings in payroll in fiscal year 2013-14 and into the future due to the retirement of three long time staff.

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

Approve the amendments to the Position Allocation for budget year 2013-2014 to reflect the following:

<u>District Attorney 70301 Criminal</u>	<u>FROM</u>	<u>TO</u>
Investigative Assistant or	0.80	0.80
Investigations Specialist		
Total	0.80	0.80

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of January 2014 by the following vote:

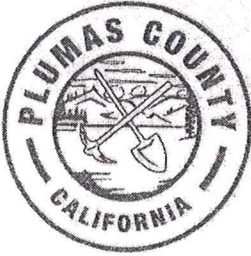
AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Executive Clerk/Board of Supervisors

3B4,5



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney
520 Main Street, Room 404 · Quincy, California 95971
(530) 283-6303 · Fax (530) 283-6340

Date: January 14, 2014
To: Plumas County Board of Supervisors
From: David Hollister, District Attorney
Subject: Request to hire Legal Services Assistant at A or B step

Recommendation:

- 1) Authorize the District Attorney to recruit and hire the funded and allocated 1.0 FTE Legal Services Assistant I/II to replace retiring employee.
- 2) Adopt **RESOLUTION** to amend the 2013-2014 Position Allocation for the District Attorney Department 70301 by increasing 1.0 FTE Legal Services Assistant effective 1/14/2014 and decrease 0.80 FTE Department Fiscal Officer I/II effective February 22, 2014.

Background and Discussion

With Board approval, a Legal Services Assistant was hired on January 6 to replace the office administrator who left in June. This represents a savings of over eighteen thousand dollars (\$18,000) this year in wages and benefits. Two other employees are scheduled to retire, one on January 10 and another on February 22. These two are long time employees with many years of longevity. The payroll savings from these two leaving is sixty-five thousand dollars (\$65,000) for fiscal year 2013-14. The Board approved replacing one of these retirees in August.

A request is hereby made to replace the second retiree with a lower level new hire as soon as possible. This would require a shift in allocation of FTE 0.80 from the higher Fiscal Officer to the lower Legal Services Assistant and an increase in the position allocation of FTE 0.20.

The increase and adjustment to the allocation table will save money due to a lower paid employee replacing one at a higher range with many years of longevity. Because this completes the hiring of two Legal Services Assistants a special request is

made to temporarily increase the allocation of the retiring Fiscal Officer for two pay periods in order to assist in training the two new hires. Therefore the retirement will occur two pay periods after the newly hired LSA begins.

Humans Resources Director Trumbo provided assistance in creating the Resolution and approves this action.

All of these changes will save many thousands of dollars this year and into the future.

QUESTIONS FOR STAFFING CRITICAL POSITIONS

DATE OF REQUEST: 1/14/2013

DEPARTMENT TITLE: District Attorney

BUDGET CODE(s) FOR REQUESTED POSITION:
Fund 0001D and Budget Unit 70301

POSITION TITLE: Legal Services Assistant I or II

- Is there a legitimate business, statutory or financial justification to fill the position? The District Attorney has been functioning without an office administrator since June when the previous staff person resigned. There have been only two front office persons since then and with the retirement of the Fiscal Officer and a move into that position by one of the front office staff, there is a need to fill the third front office position. The first of two replacement Legal Services Assistants has been hired. This request is for the second Legal Services Assistant.
- Why is it critical that this position be filled at this time? Over many years the front office staff at the District Attorney's Office consisted of FTE 1.80 Legal Services Assistants (LSA) and an FTE 0.80 office administrator. The administrator left last June and one of the LSAs is moving into the Fiscal Officer position soon to be vacated by an imminent retiree leaving two positions vacant with one new hire already approved by the Board and another needed. The department has been short FTE 0.40 for the duration of the recession due to the cut in hours of two of the front office staff. This restores these three positions to full-time and at a lower cost because they are at lower ranges than the retiring and resigning staff.
- How long has the position been vacant? Six months for FTE 0.80, several years for FTE 0.40.
- Can the department use other wages until the next budget cycle? No, a permanent employee is needed because extensive training is required including the DA database and local office and court procedures. To expend the effort and money to train an extra help person would not be a prudent use of funds. No request for funding is needed as these changes will result in a savings for the County General Fund due to hiring of lower level staff to replace staff with many years of longevity.
- What are staffing levels for similar departments or positions? In small counties it is usual to have one clerical person for each attorney.
- What core function will be impacted without filling the position prior to July 1? Clerical staff providing services to prosecutors is essential in creating court documents, managing and scheduling files, interfacing with court, law enforcement, defense attorneys, victims, witnesses, other agencies, and staff and providing extra services to prosecutors for hearings and trials. This hiring will complete a reorganization that previously included two Legal Services Assistants and a District Attorney Administrator/Assistant Public Administrator (DAA/APA) who supervised them and provided backup on all of their tasks. The DAA/APA also played a lead role in managing Public Administrator cases. This last function is being transferred to the Deputy District Attorneys because attorney input in this arena is an important function of the Public Administrator. Prior to this reorganization, the DAA/APA played a more significant PA role with the attorneys playing an insignificant role. This change will result in better service to

the public and more efficient use of District Attorney staff. Since two LSAs are new hires, all positions are critically important during this transition. LSAs will be able to relieve the attorneys of certain tasks freeing them up to undertake Public Administrator tasks. Attorneys will take over supervision of clerical staff from the administrator.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? It is impossible to detail the fiscal consequences of a loss of public safety. The more critical result is if the position remains unfilled, it is difficult to predict when or what situation will overload the department's core function of prosecuting crime. Since defendants held in custody must be charged and arraigned within 72 hours of arrest and since the clerical staff is the front line in preparing documents for arraignment, adequate staff to provide this service could result in the release of defendants who would be a danger to the public. This staff provides service to three prosecutors and many agencies. If one of the existing LSAs is on leave, it is too big a job for the other to meet all the needs of the department, especially when two of them are new.
- A non-general fund department head needs 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? This is a General Fund position and as it is in Public Safety it remains a priority of local government.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? No Audit exceptions have occurred in this department in many years and this function is not grant funded. All equipment and furniture is currently in place.
- Does the budget reduction plan anticipate the elimination of any of the requested positions? This reorganization is itself a budget reduction plan, replacing higher level staff with lower.
- Departments shall provide an estimate of future general fund costs for the next two years. There will be a General Fund savings of \$21,265 in fiscal year 2013-14 and \$40,710 in fiscal year 2014-15. The savings results from hiring someone at a much lower level with no longevity.
- Does the department have a reserve? No.
- Is position currently allocated? Funding for three LSAs is included in the current budget. This position will use only some of that funding resulting in payroll savings now and into the future. A change in allocation for this position is hereby requested, shifting FTE 0.80 from Fiscal Officer to LSA and increasing LSA by FTE 0.20. This replacement will result in significant savings over time because lower level staff will replace higher and will have no longevity.

RESOLUTION NO. _____

**RESOLUTION TO AMEND THE PLUMAS COUNTY POSITION ALLOCATION
FOR BUDGET YEAR 2013-14 WITHIN THE DEPARTMENT OF
70301 DISTRICT ATTORNEY**

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

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

WHEREAS, the District Attorney, David Hollister would like to reorganize his legal clerical staff so that he may have a total of FTE 3.0 flexibly allocated Legal Services Assistants I or II; and

WHEREAS, the Department Fiscal Officer II position will soon become vacant so a shift of FTE 0.80 can be made from Fiscal Officer to Legal Services Assistant that will result in an overall increase in FTE of 0.20 and a decrease in cost.

WHEREAS, the overall total FTEs for the District Attorney's Department will increase by FTE 0.20 but will cost less in the 2013-14 Budget and in the future because recruitment will be achieved at a lower range classification.

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

Approve the amendments to the Position Allocation for budget year
2013-2014 to reflect the following:

<u>District Attorney 70301 Criminal</u>	<u>FROM</u>	<u>TO</u>
Department Fiscal Officer I or II (effective 2/22/2014)	1.40	0.60
District Attorney Admin/Asst. Public Admin OR Paralegal I, II or III OR Legal Services Assistant I or II	2.00	3.00
Total	<u>3.40</u>	<u>3.60</u>

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of January 2014 by the following vote:

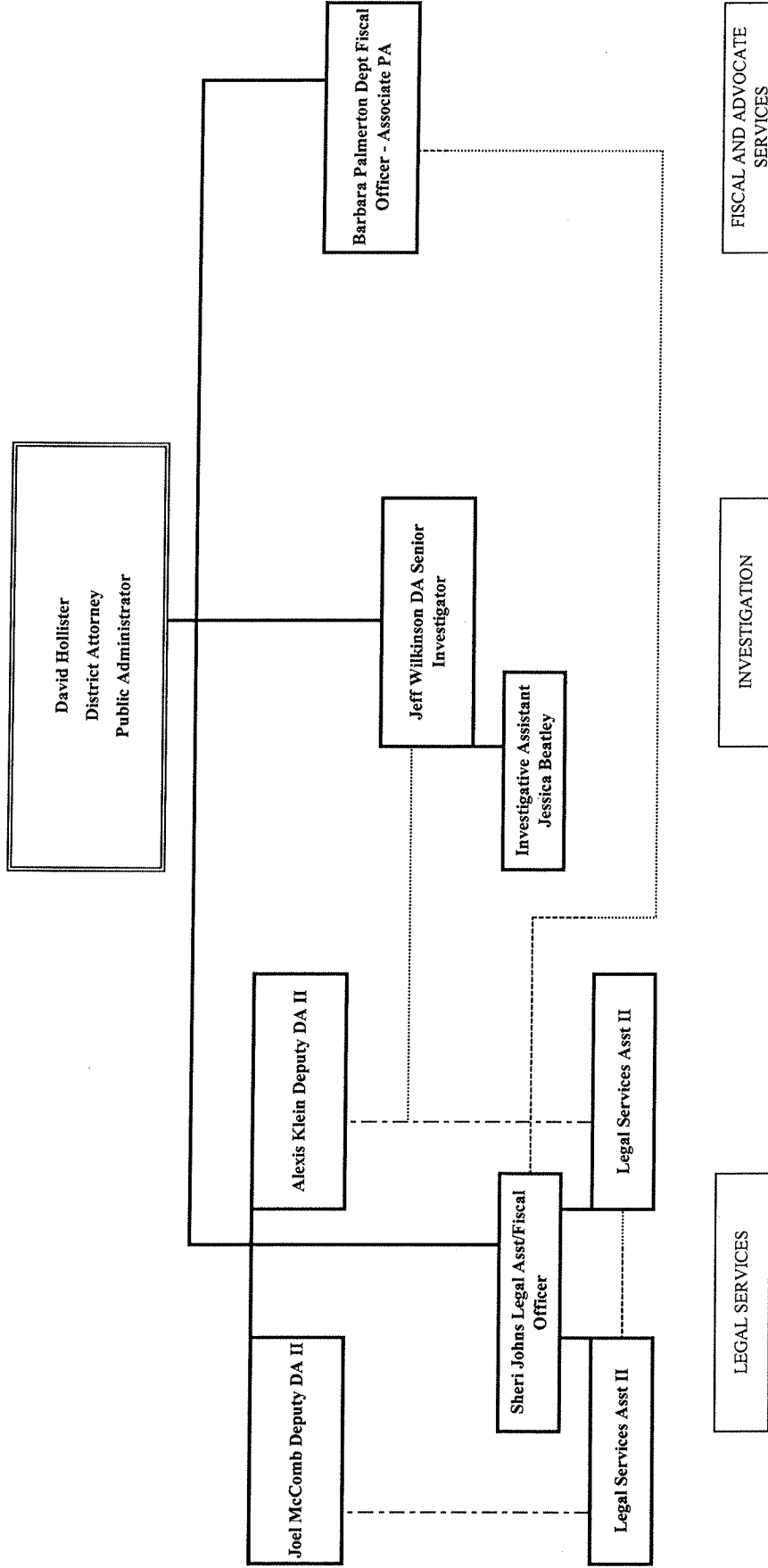
AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chairperson, Board of Supervisors

ATTEST:

Executive Clerk/Board of Supervisors

**Plumas County District Attorney's Office
Organizational Chart
2013-14**



LICENSE AGREEMENT FOR HIGH SIERRA MUSIC FESTIVAL

4

This License Agreement is made by the County of Plumas, a political subdivision of the State of California, on behalf of itself and the Plumas-Sierra County Fair ["Fair" or "Licensor"] and High Sierra Music Inc., a California corporation ["Licensee"]. Licensor shall mean to include the Board of Supervisors of the County of Plumas, director members of the Fair Board, Fair Manager, and the agents, servants and employees of the Fair. Licensee shall mean High Sierra Music, Inc.

The parties mutually agree as follows:

1. License. Licensor grants to licensee and license to use the Plumas-Sierra County Fairgrounds solely for the purpose of preparing for, and presenting a four-day music festival that is open to the general public for a fee which includes camping. The license is not revocable except as set forth below in paragraph 18. The only activities permitted under this license are those consistent with a camping and music event, including (a) construction of temporary staging and vending booths; (b) maintaining vendor booths for food, souvenirs, arts and crafts, clothing and other related activities; (c) vehicle parking; and (d) incidental and related commercial activities.

2. Term / Effective Date. The license term is for five (5) consecutive years, commencing in calendar year 2014 and continuing through calendar year 2018. This agreement becomes effective when signed by both parties.

3. Premises and Use. (a) The premises to be occupied under the license ["Premises"] consist of all fairgrounds property and adjacent open areas controlled by the Licensor at the time of each festival. If there is a substantial decrease in area of the Premises during the term of this agreement, Licensee and Licensor shall, in good faith, negotiate regarding the effect such change shall have on the license fee. If no agreement can be reached, Licensee may terminate this agreement. All building and facilities used by Licensor in 2013, together with Old Town Booths One and Two, shall be included in the premises to be occupied under this license for the license term. This includes all buildings except the downstairs portion of the administration, the Mineral Building kitchen, Maintenance Shop, Pump Houses, Peppard Cabin, Old School House, and any areas or buildings, or parts thereof, locked for Fair security reasons. Licensee shall also have access to all Old Town Booths and the Head Start building. If Licensee uses the Head Start building, it shall arrange and pay for the professional cleaning of the building before surrendering the premises to Licensor. The premises shall be kept in good and clean condition at all times during the license period, ordinary wear and tear excepted. To the extent reasonably possible, the kitchen in the Tulsa Scott building will be fully functional and part of the agreed facilities available to Licensee.

(b) The premises shall be occupied by Licensee for fourteen (14) days of each year of this agreement including four (4) event days, six (6) days prior to the first event day and four (4) days after the last event day. By no later than 5:00 p.m. on the fourth day after the last event day of each year of this agreement, Licensee shall surrender the grandstand arena in the same condition it was in when Licensee accepted the grandstand arena from the Fair, reasonable wear and tear excepted. The event days shall be as follows:

2014
July 3-6

2015
July 2-5

2016

June 30 - July 3

2017

June 29 - July 2

2018

July 5-8

Dates are subject to change, but not more than (5) five days, with written notice provided by October 1st of previous year.

(c) Licensee shall be responsible for all garbage collection during the fourteen (14) day occupancy of the premises. Licensee shall be responsible for delivery and removal of all dumpsters, at its sole cost. Licensee shall supply all trash can liners for this event. Fair shall supply garbage cans only.

(d) Licensee, at its sole cost, shall be responsible for all janitorial services to include bathroom and kitchen cleaning during the fourteen (14) day occupancy of the premises. Licensee shall supply all bathroom supplies for this event and surrender the bathrooms to the Fair in the same condition the bathrooms were in when accepted by Licensee.

(e) Licensor shall provide the Fairgrounds facility to Licensee in a condition generally consistent with the condition of the Fairgrounds in the years prior to this agreement. The grass area within the racetrack circuit is identified in the photographs and written Dimensions/descriptions attached as Exhibit A and hereinafter referred to as the "Main Stage Area." The parties agree that the condition and availability of the Main Stage Area is important to the operation of the High Sierra Music Festival. Licensor agrees that the Main Stage Area shall at all times be planted in healthy lawn quality grass watered, fertilized, and maintained consistent with other watered lawn areas within the Fairgrounds.

(f) On or before October 1, and again on or before April 1 of each year of this agreement, one or more representatives of HS, the Fair Manager, and any other persons designated by Licensor or Licensee, shall meet at the Fairgrounds facility to assess the extent to which the condition of the grass in the Main Stage Area and the overall condition of the Fairgrounds facility is consistent with the requirements of this agreement. If it is determined that damage or defects in the condition warrant repairs or replacement of affected grass, all such corrective measures, including but not limited to, installation of sod, if necessary, will be completed by Licensor at Licensor's sole cost and expense on or before June 1 that year. If it is determined that damage or defects, other than condition of grass, exist in the facility and pose health or safety risks, Licensee may notify Licensor of any such conditions in writing on or before April 5, and Licensor shall correct all such defects or damage on or before June 1.

Licensor will recover all costs of damage repair from the parties responsible for such damage. HS agrees that if any such damage is caused during the HS Festival, they will be responsible for such costs of damage repair.

(g) Licensor shall provide year-round storage space in areas designated by Licensor, for Licensee's storage lockers and shower trailer. Licensor reserves the right to move the storage lockers as needed at the Licensee's expense. Licensee shall be solely responsible for winterizing the shower trailer.

(h) Licensee retains the right to choose a non-profit group from which it shall obtain its alcoholic beverage license for each annual music festival. Licensee shall obtain a letter from Alcoholic Beverage Control within 48 hours prior to the first day of each year's festival confirming the dates and locations covered by the non-profits

alcoholic beverage license. Licensor will provide Licensee with a Letter of Release acknowledging that Licensee will be selling alcohol during the festival event dates and granting Licensee permission to do so.

4. License Fees. Licensee shall pay annual license fees to Licensor for each of the five years covered by this license, as follows:

- a) 2014: Seventy Five thousand dollars (\$75,000.00);
- b) 2015: Seventy Five thousand dollars (\$75,000.00);
- c) 2016: Seventy Five thousand dollars (\$75,000.00);
- d) 2017: Seventy Five thousand dollars (\$75,000.00);
- e) 2018: Seventy Five thousand dollars (\$75,000.00).

Licensee shall pay Licensor \$10,000.00 by February 1st, an additional \$20,000 by April 1st, \$20,000 by June 1st, and the remainder of each year's license fees before the festival commences for each year of this license. License fees do not include the \$12,500 security deposit described below in paragraph six (6). All license fees are non-refundable.

Licensee is advised that, pursuant to Revenue and Taxation Code § 107.6, a possessory interest subject to taxation may be created by the grant of this License and that Licensee may be subject to the payment of property taxes levied upon the interest. In the event that the Assessor assesses a possessory interest tax during the term of this license agreement, and in the event that Licensee does not contest the amount of the possessory interest tax, or if the tax becomes otherwise final after any appeal granted to Licensee, the parties agree to jointly split payment of the possessory interest tax, with each party paying 50% of any possessory interest tax levied. This would be in addition to payment of the license fee stated above, and would be due and payable on the due date for payment of the possessory interest tax.

5. Permits. Licensee shall pay all required permit fees. Permit fees are not deductible from license fee.

6. Security Deposit. Licensee shall submit a separate check to the Fair to cover a deposit of \$12,500 which shall be paid on or before June 1 for each High Sierra Music Festival occurring during the license term to cover costs of electricity and propane used during the license term and for any costs of cleaning, repair and restoration if the premises are not returned to Licensor in satisfactory condition as set forth in paragraph seven (7). The electrical meters will be read by a Pacific Gas & Electric representative or in some other manner acceptable to the parties at the beginning of the fourteen (14) day occupancy term and at the end of the occupancy term to determine Licensor's electrical costs for the fourteen (14) day period. A deduction will be made from the deposit in the amount of the electrical costs with documentation provided to the Licensee. Licensor shall, at their sole cost, have all propane tanks filled at the commencement of the fourteen (14) day occupancy term. On the last day of the occupancy term, the tanks will be filled again, and the cost of the propane deducted from the deposit. The remainder of the deposit will be subject to any costs of repair of clean-up not made by the Licensee upon surrendering the premises to the Licensor. The deposit less the costs of electricity, propane and fuel as outlined in this paragraph and any costs of repair or clean-up incurred by Licensor pursuant to this paragraph or paragraph 7 shall be refunded to the Licensee with 45 days after the last day of each music festival. Within 45 days after the last day of each music festival Licensor will provide Licensee with a written accounting of propane and electrical costs as well as the nature and amount of any costs Licensor claims based on any breach of Licensee's cleanup and repair obligations as set forth in paragraph seven (7). Within thirty days of receipt of the accounting and statement of amounts owing after application of the security deposit, Licensee shall reimburse Licensor, in cash, for all undisputed amounts claimed owing. If Licensee in good faith disputes any amounts claimed by Licensor, Licensee shall so notify Licensor in writing, at which time either party may invoke the mediation provisions of paragraph 22.

7. Surrender of the Premises in Good Condition. Licensee shall promptly surrender the premises in good condition at the completion of the license term. Except for ordinary wear and tear, the Licensee shall be responsible for cleaning, repairing and restoring the buildings, grounds and facilities of the fairgrounds prior to surrendering the premises. The Licensor may expend the security deposit on materials and services to clean, repair and restore the premises if the Licensee fails to do so in a timely fashion after receiving at least 48 hours prior notice of specific problems. The Fair Manager and/or maintenance supervisor will perform a walk-through inspection of the premises with a member of High Sierra Music, Inc. management at the beginning and ending of the occupancy term.

8. Security and Evacuation Plan and Reimbursement. The Licensee is solely responsible for maintaining personal safety and security at the Fairgrounds during the term of the license. By June 1 of each year of this agreement the Licensee shall give Licensor a complete written security and evacuation plan for ensuring public safety, including preventing and containing violent criminal acts and evacuation in the case of an emergency during the music festival. The Security and Evacuation Plan shall be subject to the approval of the Licensor. Such approval shall not be unreasonably withheld. Unless specifically requested by Licensor, or unless subsequently modified, the security and evacuation plan for any given year shall be deemed to be the security and evacuation plan for subsequent years. Licensee agrees to reimburse Licensor for actual, reasonable costs of supplemental law enforcement in the event of an extraordinary breach of security (such as a riot, or other similar occurrence.) This provision shall not apply to routine law enforcement activities. Licensee agrees to staff fairground gates 24 hours per day during the four day event.

9. Domestic Water and Sanitation Plan. By June 1 of each year of this agreement the Licensee shall give the Fair a complete written description of a plan to provide, at no cost to the Licensor, domestic water and sanitation measures during the festival. The plan must show how the expected crowd of attendees and campers will have convenient access to drinking water, washing water and toilet facilities. The plan must meet the reasonable approval of the Fair, consistent with the approval of the County Environmental Health Director. Unless specifically requested by Licensor, or unless subsequently modified, the domestic water and sanitation plan for any given year shall be deemed to be the plan for subsequent years.

10. Medical and Ambulance Services. By June 1 of each year this agreement, the Licensee shall give the Fair a complete written description of services that will be relied upon, at no cost to Licensor, to provide emergency medical care and ambulance service to the festival attendees and campers. The plan must meet the approval of the Licensor, consistent with advice from the County Health Services Director. Unless specifically requested by the Licensor, or unless specifically modified, the medical care and ambulance service plan for any given year shall be deemed to be the plan for subsequent years. Medical staff shall be licensed in the state of California and be approved by the County Health Department, which approval shall not be unreasonably withheld. Preparation of the emergency medical plan and the services provided therein shall be at Licensee's sole cost and expense.

11. Camping Space. The Fair is committed to retaining at least the current available green dry camping space available for use by High Sierra Music Festival guests, and the Fair will exercise diligence in seeking to expand the available green dry camping space available for use by High Sierra Music Festival guests throughout the term of this license.

12. Keys. Licensee shall, by June 1, provide Licensor with a list of keys to include locations and quantities desired. Upon arrival, Licensee shall pay Licensor a key deposit of \$10.00 per key as outlined in Master Fee Schedule. Upon departure, \$10.00 per key will be returned for each original key that is surrendered.

13. Promotion Rights. The Fair hereby grants to High Sierra Music, Inc., exclusive promotion rights for an outdoor multi-day (more than one day) rock n' roll (except Christian rock), electronica, bluegrass, folk, reggae

and/or funk music festival on the Plumas-Sierra County Fairgrounds for the forty-five (45) days immediately before and after each High Sierra Music Festival. In the event that another multi-day music festival promoter is interested in the Fairgrounds, they must declare the type of music they will be promoting. The parties agree to act in good faith to resolve any dispute which may arise regarding the type of music another multi-day music promoter is promoting. Should any dispute under this paragraph be unresolved, the parties agree to mediate the dispute as outlined below in paragraph twenty two (22).

14. Noise. Licensee shall schedule all live music performances on the main stage in the arena area and other outdoor stages to conclude by 11:00 p.m. on each festival night, and shall be responsible for terminating all such performances by no later than 11:30 p.m. on each festival night. Licensee shall restrict all amplified live music performances after 11:30 pm on each festival night to the Mineral Building, Vaudeville Tent, Art Barn, Commercial Building and Tulsa E. Scott Pavilion, expect that performances shall terminate in the Vaudeville Tent at 11:00 p.m. on Sunday night of each festival unless the following Monday is a holiday, in which case such performance shall terminate no later that 1:30 a.m. of the following morning. To reduce the escape of noise, the Art Barn, Commercial Building, Mineral Building and Tulsa E. Scott Pavilion doors shall remain closed during amplified live music performances after 11:30 p.m., except for entry and exit. Licensee shall be responsible for reasonably respecting neighboring properties by promptly responding to noise complaints consistent with Licensee's past practices on the Fairgrounds.

15. Compliance with Laws. Licensee shall at all times, and in all activities, comply with all applicable federal, state, and local laws and regulations. This includes, but is not limited to, federal, state and local laws and regulations relating to fire, smoking and public safety. Licensee shall be responsible for obtaining, at no cost to Licensor, all legally required permits and approvals related to presenting a camping and music festival for the number of festival participants attending. Licensee shall be responsible for maintaining all fire lanes as required by law.

16. Entry by Licensor. Licensor shall have the right to enter the premises at any and all reasonable times to make inspections and direct repairs.

17. Liability Insurance. Licensee shall procure and maintain at all times during the term of this Agreement the applicable insurance as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

18. Assignment. This license is personal to Licensee and is not assignable or transferable without the prior written consent of Licensor.

19. Revocation. This license may be revoked by Licensor, and this agreement cancelled if the Licensee defaults in performance of this agreement. A default is a material breach of the terms of this agreement. Licensor shall give written notice of default to Licensee with a demand to cure the default immediately. If the default is not cured within 48 hours (preceding the festival), or 24 hours (during the festival), the Licensor may give written notice of revocation and cancellation, and Licensee agrees to surrender premises to Licensor as outlined in paragraph seven (7) within 72 hours of receiving notice of revocation from Licensor.

However, in the event of an immediate threat to health and safety, as indicated by the Director of Environmental Health, Public Health, Plumas County Sheriff or other appropriate public official, then Licensee shall immediately stop all festival activities and surrender premises to the Licensor as outlined in paragraph seven (7) within 72 hours of receiving written notice from Licensor of revocation.

20. Indemnification. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Licensor from any and all losses, claims, liabilities, judgments or expenses, including attorney's

fees and costs, 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 or in connected the intentional or negligent acts, error or omissions of Licensee, its employees, agents or subcontractors in the performance of this Agreement, excepting only those claims, liabilities, expenses, or damages arising out of the sole negligence of the Licensor. These indemnifications shall survive the termination of this agreement.

21. Notices. Notices given by a party pursuant to this agreement may be delivered in writing by personal service to the other party's officers or managers on the premises, or may be mailed to the other party at the address designated by that party. Notices to the Licensor shall be delivered to 204 Fairgrounds Road, Quincy, CA 95971 with a copy to Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971. Notices to the Licensee shall be delivered to 3254 Adeline Street, Suite 240, Berkeley CA 94703.

22. Mediation. Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement, the parties shall each select one neutral party who will collectively select a mediator from the mediators listed by the American Arbitration Association, the California Board of Mediation and Conciliation, or other agreed-upon service.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until is reached by the parties but not more than three (3) days, unless the maximum time is extended by the parties.

23. 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.

24. Governing Law; Venue. This agreement shall be governed by California law, venue of any litigation related to this Agreement shall be Plumas County.

25. Entire Agreement; Amendments. This agreement contains the entire agreement between the parties, and supersedes any previous agreements, whether oral or written. This Agreement may be amended only by mutual consent in writing.

26. Counterparts. The agreement may be signed in counterparts and shall become effective upon the last signature.

27. Facsimile Signatures. Faxed signatures shall be considered as original signatures.

EXECUTION: In signing below, the signatory warrants that he or she is duly authorized by the corporate, county or municipal entity that is bound by the agreement.

For the Licensor:

Terry Swofford
Chair, Plumas County Board of Supervisors

Date of Signature: _____

For the Licensee:

Rebecca Sparks, President, High Sierra
Music, Inc.

Date of Signature: _____

Roy Carter, Vice-President, High Sierra
Music, Inc.

Date of Signature: _____

John Steffanic
Fair & Event Center Manager

Date of Signature: _____

Approved as to Form:

R. Craig Settlemire,
Plumas County Counsel

Date of Signature: _____



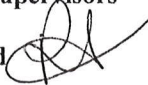
GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

5A

Memorandum

DATE: January 6, 2014
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of January 14, 2013

It is recommended that the Board:

Approve contract #PCSO00097 between the Plumas County Sheriff's Office (PCSO) and the Department of Justice (DOJ), Bureau of Criminal Identification & Information (BCII) in the amount of \$40,000 and authorize the Sheriff to sign.

Background and Discussion:

The term of this contract is 01/01/14-12/31/14. This purpose of this agreement with the DOJ is to submit fingerprint images and related information electronically and having DOJ provide PCSO with DOJ and FBI Criminal Offender Record Information (CORI). PCSO will be billed for live scan fingerprint submissions monthly and payments will be made to DOJ under this agreement.

County Counsel has reviewed and approved this agreement.

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

PCSO00097

REGISTRATION NUMBER

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

BUSINESS/ENTITY NAME

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

CONTRACTOR'S NAME

DEPARTMENT OF JUSTICE (DOJ)

2. The term of this

Agreement is: 01/01/2014 through 12/31/2014

3. The maximum amount \$40,000.00

of this Agreement is: Forty Thousand Dollars And Zero Cents

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

Exhibit A – Scope of Work 2 pages

Exhibit B – Invoicing and Payment Provisions 2 pages

Exhibit C* – General Terms and Conditions

Approved as to form:
Daphne L. Marshall, Deputy page(s)
COUNTY COUNSEL 1/3/14

Check mark one item below as Exhibit D:

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

☐ Exhibit - D Special Terms and Conditions

Exhibit E – Additional Provisions page(s)

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

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

CONTRACTOR

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

DEPARTMENT OF JUSTICE (DOJ)

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

SUMI THOMISON, CHIEF, ACCOUNTING OFFICE

ADDRESS

1300 I STREET, ROOM 810
SACRAMENTO, CA 95814

BUSINESS/ENTITY

BUSINESS/ENTITY NAME

COUNTY OF PLUMAS (PCSO)

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

GREG HAGWOOD, PLUMAS COUNTY SHERIFF

ADDRESS

1400 E. MAIN STREET
QUINCY, CA 95971

California Department of Justice
Use Only

EXHIBIT A

SCOPE OF WORK

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

1. DOJ Responsibilities:

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

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

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

2. The PCSO Responsibilities:

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

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

Program Inquiries:

Requesting Agency: COUNTY OF PLUMAS (PCSO) Livescan Account	Providing Agency: DEPARTMENT OF JUSTICE (DOJ) BCIA – Applicant Program
Name: Roni Towery	Name: Madelyn Childs
Address: 1400 E. Main Street Quincy, CA 95971	Address: 4949 Broadway, Rm. H127 Sacramento, CA 95820
Phone: (530) 283-6396	Phone: (916) 227-3263
FAX: (530) 283-6344	FAX: (916) 227-5037
E-Mail: ronitowery@countyofplumas.com	E-Mail: madelyn.childs@doj.ca.gov

Contract inquiries:

Requesting Agency: COUNTY OF PLUMAS (PCSO) Livescan Account	Providing Agency: DEPARTMENT OF JUSTICE (DOJ) CJIS/OSP – Electronic Billing Unit
Name: Roni Towery	Name: Yvonne F.R. Muñoz
Address: 1400 E. Main Street Quincy, CA 95971	Address: 4949 Broadway, Rm. C217 Sacramento, CA 95820
Phone: (530) 283-6396	Phone: (916) 227-1351
FAX: (530) 283-6344	FAX: (916) 227-1149
E-Mail: ronitowery@countyofplumas.com	E-Mail: yvonne.munoz@doj.ca.gov

4. Either party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other party. No amendment or variation of the terms of this agreement shall be valid unless made in writing, signed by both parties, and approved as required. An oral understanding or agreement that is not incorporated into this agreement is not binding on either of the parties.
5. This agreement shall be subject to the examination and audit of the California State Auditor for a period of three years after final payment under this agreement (Government Code Section 8546.7).

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

EXHIBIT B**Invoicing and Payment Provisions****Invoicing**

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

Current CORI costs and related fees:

State Level Response	\$32	X	CORI submissions specific to the PCSO, as delineated in paragraph 1. A. of Exhibit A, are indicated here with an X.
Federal Level Response	\$17	X	
Federal Level Response (Volunteer)	\$15		
California Child Abuse Index (CACI)	\$15	X	
Trustline CACI	\$15		
Adoption CACI	\$15		
Peace Officer Carry Concealed Weapon (CCW)	\$19	X	
Employment CCW	\$22	X	
Private Patrol/Security Guard CCW	\$38		
Standard CCW	\$44	X	
Judge CCW	\$66	X	
Reserve/Custodial Peace Officer CCW	\$88	X	
Fingerprint Roller Certification	\$25		
DOJ Fingerprint Rolling Fee	\$10		
Record Review	\$25		
DSS Fee	\$10		
CS DSS Fee	\$20		

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

The DOJ will mail invoices to the following address:

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

Budget Contingency Clause

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

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

Prompt Payment Clause

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

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

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



PLUMAS COUNTY PROBATION DEPARTMENT

DOUGLAS CARVER

ACTING CHIEF PROBATION OFFICER

270 County Hospital Rd., Ste. 128., Quincy, CA 95971

(530) 283-6200 Fax (530) 283-6165

DATE: January 14, 2014

TO: Honorable Board of Supervisors

FROM: Douglas Carver, Acting Chief Probation Officer

SUBJECT: Contract between Plumas County and Trinity County Juvenile Detention Facility

Recommendation:

Approve the Contract between Plumas County and Trinity County for use of the Trinity County Juvenile Detention Facility.

Background:

As Plumas County does not have a juvenile detention facility, we must contract with surrounding counties to use their juvenile detention facilities when juveniles need to be detained in a secure facility. Plumas County Probation Department has contracted with Trinity County for the use of their juvenile detention facility for a number of years for those juveniles who require a longer period of confinement, generally longer than six months, to meet their health, therapeutic, and educational needs.