

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 SEPTEMBER 09, 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

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.

Convene as the Flood Control & Water Conservation District Governing Board

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 convene as the Plumas County Public Facilities Corporation

2. **PLUMAS COUNTY PUBLIC FACILITIES CORPORATION** – Julie White
Appoint officers of the Plumas County Public Facilities Corporation to include a Chair, Vice Chair, Executive Director and Chief Financial Officer. Discussion and possible action

Adjourn as the Plumas County Public Facilities Corporation and reconvene as the Board of Supervisors

3. **DEPARTMENTAL MATTERS**

A) **SOCIAL SERVICES** – Elliott Smart

- 1) Authorize the Department of Social Services to recruit and fill 1.0 FTE vacant, funded and allocated Social Worker I/II/III position. Discussion and possible action
- 2) Presentation of Social Services Trends Report for quarter ending June 30, 2014

B) **AUDITOR/CONTROLLER** – Roberta Allen

Authorize the Auditor/Controller to make FY 2013-2014 year end budget transfers to true up negative line items over \$5,000 as of June 30, 2014. Discussion and possible action

C) **AGRICULTURE/WEIGHTS & MEASURES** – Tim Gibson

Pursuant to Resolution No. 14-7975, authorize employees filling the classification of Seasonal Weed Technician to exceed the 29 hour work week subject to direction of the Department of Agriculture. Discussion and possible action

D) **PROBATION** – Dan Prince

Authorize Plumas County, in collaboration with the Community Corrections Partnership, to receive \$10,000 from the Board of State and Community Corrections to develop a grant program to fund a local recidivism and crime reduction program(s). Discussion and possible action

E) **PUBLIC WORKS** – Robert Perreault

- 1) Authorize Public Works/Road Department to recruit and fill vacant, funded and allocated 1.0 FTE Maintenance Supervisors position in Beckwourth. Discussion and possible action
- 2) Authorize Public Works/Road Department to recruit and fill vacant, funded and allocated 1.0 FTE Road Maintenance Leadworker position in Beckwourth. Discussion and possible action
- 3) **PUBLIC HEARING:** Conduct a public hearing to consider matters identified by the utilities that are involved in the PG&E Undergrounding Project that is part of the State Route 89 and County Roads Improvement Project in Greenville. Discussion and possible action

4. **BOARD OF SUPERVISORS**

A. Adopt **RESOLUTION** Proclaiming "*The Book Thief*" by Markus Zusak as the Book in Common for the County of Plumas for 2014-2015. **Roll call vote**

B. Correspondence

C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations.

D. Appointments

COMMUNITY CORRECTIONS PARTNERSHIP EXECUTIVE COMMITTEE

Appoint Louise Steenkamp to the Plumas County Community Corrections Partnership Executive Committee as recommended

MENTAL HEALTH COMMISSION

Appoint Joyce Scroggs to the Plumas County Mental Health Commission as recommended

AIRPORT LAND USE COMMISSION

Appoint William Weaver to fill a vacancy on the Airport Land Use Commission (Board Appointment) as recommended

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) CLERK OF THE BOARD

Approve Board minutes for August 2014

B) SOCIAL SERVICES

- 1) Approve contract of \$11,850 with the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff; approve contract of \$39,105 with the University of California, Davis for professional training services to be provided to Department of Social Services, Eligibility and Employment and Training staff; authorize the Director of Social Services to sign; and further, authorize the Director of Social Services to execute extensions of the agreements for an additional twelve-month period following the conclusion of the current term, subject to the availability of state and federal funding. Approved as to form by County Counsel
- 2) Approve and authorize the Director of Social Services to sign contract with Lassen County for the Supportive and Therapeutic Options Program; and authorize the Director of Social Services to sign an extension of the agreement following the expiration of the current term subject to the availability of state and federal funding. Approved as to form by County Counsel

C) ELECTIONS

Adopt **RESOLUTION** authorizing the County Clerk to Conduct a Special All Mailed Ballot Election with the Boundaries of the Whitehawk Ranch CSD on January 06, 2015 to Provide for Maintenance, Repairs, Operations and Upgrades to the CSD's Properties and Services

D) PUBLIC HEALTH AGENCY

Approve and authorize the Chair to sign Agreement Number MAA1415PCG with Public Consulting Group, Inc., to provide Random Moment Survey software system that can be rapidly customized to the final regulations of RMTS as approved by the Federal Government. Approved as to form by County Counsel

E) LIBRARY/LITERACY

Adopt **PROCLAMATION** Proclaiming the Month of September as Adult Literacy Awareness Month in Plumas County

F) ENGINEERING

Approve final map and accept the offer of dedication of Chandler Road and public utility easements for American Ridge Subdivision

G) PUBLIC WORKS

- 1) Adopt **RESOLUTION(s)** authorizing Pavement Rehabilitation of Greenville Streets (Grand, Pine, Jessie and Mill); Big Cove Road near Lake Almanor; and Clifford Drive near Lake Almanor. Approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Amendment No. 6 of the On-Call Construction Engineering Services Contract with Harris & Associates of \$58,900 for construction inspecting on County Route A15 Guardrail Upgrades Project. Approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign Amendment No. 6 of the On-Call Laboratory Services Contract with Construction Materials Engineers, Inc. of \$17,489 for material testing on County Route A15 Guardrail Upgrades Project. Approved as to form by County Counsel
- 4) Approve request for exemption from the 60-day limit for Extra-Help at LaPorte

H) BOARD OF SUPERVISORS

Approve and authorize the Chair to sign Memorandum of Understanding between the Plumas Superior Court and the County of Plumas for FY 2014-2015

NOON RECESS

AFTERNOON SESSION

Convene as the Plumas County Board of Equalization

6. 1:30 P.M. BOARD OF EQUALIZATION

PUBLIC HEARING: Discussion and possible action to consider Application(s) for Reduction in Assessment

2012 – Application No. 9: First Hybrid Pension, Parcel No. 103-060-001-000

2012 – Application No. 13: Western Gas Liquids, Inc. dba High Sierra Propane, Parcel No. 800-002-723-000

2012 – Application No. 26: Grizzly Creek Golf, LLC, Parcel No. 555-053-137-000

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

7. BOARD OF SUPERVISORS

Report and update by Budget Consultant regarding the FY 2014-2015 Budget. Discussion and possible action

8. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – High Sierra Rural Alliance v. County of Plumas, Plumas Superior Court Case No. CV14-00009
- B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- C. 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, September 16, 2014, Board of Supervisors Room 308, Courthouse, Quincy, California.



Julie A. White
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •
E-mail: pctic@countyofplumas.com
(530) 283 - 6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector
(530) 283 - 6259

DATE: September 2, 2014

TO: The Honorable Plumas County Board of Supervisors, sitting as the Board of Directors for the Plumas County Public Facilities Corporation (PCPFC)

FROM: Julie A. White, Plumas County Treasurer-Tax Collector/Collections Administrator

SUBJECT: Plumas County Public Facilities Corporation Officers (PCPFC)

Recommendation: Appoint Officers to the PCPFC, vacancies are the Chair, Vice Chair, Executive Director and Chief Financial Officer

Background and Discussion: The PCPFC was formed as a separate legal entity from the County of Plumas and was designed to provide the County with a tool for financing the acquisition, construction, improvement and remodeling of public facilities. The Bylaws of the PCPFC state in Article VIII, Section 8.02 the officers that the corporation must maintain. They are a Chairman, Vice Chairman, Executive Director (CAO) and a Secretary/Treasurer (County Treasurer). The Chair will also be the chief executive officer of the PCPFC. The Bylaws state that these officers shall be appointed by the Directors at the annual meeting in November.

There is a need for the officers to be appointed now to update documents within the Secretary of State's office. The documents filed with the Secretary of State's office also require a CFO. I am requesting that the chair and vice chair be the chair and vice chair of the Board of Supervisors, the Executive Officer the Director of Facilities Services and the CFO the County Treasurer.

Thank you for your time.

BYLAWS
OF
PLUMAS COUNTY PUBLIC FACILITIES CORPORATION
(A California Nonprofit Public Benefit Corporation)

ARTICLE I
NAME

The name of this Corporation shall be PLUMAS COUNTY PUBLIC FACILITIES CORPORATION.

ARTICLE II
OFFICES

Section 2.01. Principal Executive Office. The principal executive office for the transaction of the business of the Corporation shall be located at 520 Main Street, Room 309, Quincy, California 95971. The directors may change the principal executive office from one location to another. Any change of location shall be noted by the Secretary-Treasurer opposite this section or this section may be amended to state the new location.

Section 2.02. Other Offices. The directors may at any time establish branch or subordinate offices at any place or places where the Corporation is qualified to do business.

ARTICLE III
OBJECTIVES AND PURPOSES

Section 3.01. General Purposes. This Corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes.

Section 3.02. Specific Purposes. The specific purposes for which the corporation is organized are to acquire and lease real property, public improvements and related equipment and any necessary and appurtenant property related thereto to the County of Plumas, to obtain financing for the purchase of said real property, public improvements and related equipment through the assignment of rights under and pursuant to the lease agreements with the County of Plumas and/or the issuance of bonds or the sale of certificates of participation, and to take any and all other actions necessary and appropriate in order to accomplish the aforesaid public purposes.

ARTICLE IV
DEDICATION OF ASSETS

This Corporation is organized as a nonprofit public benefit corporation without capital stock. The property of this Corporation is irrevocably dedicated to public purposes, and

Section 6.05. Restriction on Interested Directors. No more than 49% of the persons serving on the Board of Directors at any time may be interested persons. An "interested person" is:

(a) Any person being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; and

(b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, mother-in-law or father-in-law of any such persons.

However, any violation of the provisions of this paragraph shall not affect the validity or enforceability of any transaction entered into by the Corporation.

Section 6.06. Vacancies. Should a vacancy occur in the office of any director, the Member shall designate a new director. A vacancy in the office of any director shall be deemed to exist when the director (a) resigns the office, (b) is no longer employed or retained by the respective member organization or (c) is otherwise removed by a Member.

Section 6.07. Brown Act. All meetings of the Board, including, without limitation, regular, adjourned regular and special meetings, shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (Sections 54950-54961)) or any successor legislation hereinafter enacted.

Section 6.08. Place of Meetings. The Board of Directors may hold its meetings, both regular and special, at such place or places within or without the State of California as the Board of Directors may appoint from time to time or as may be designated in the notice calling the meeting. In the absence of such designation or appointment, regular and special meetings shall be held at the principal executive office of the Corporation, provided, however, that a regular or special meeting of the Board of Directors may be held at any place consented to in writing by all the board members, either before or after the meeting. Any consents given shall be filed with the minutes of the meeting.

Section 6.09. Meetings by Telephone. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all directors participating in the meeting can hear one another. All such directors shall be deemed to be present in person at such meeting.

Section 6.10. Regular Meetings; Annual Meeting. Regular meetings of the Board of Directors shall be held monthly or at such other time or times as shall from time to time be fixed by the Board of Directors. An annual meeting for the election of officers and approval of the annual budget shall be held during November of each year.

Section 6.11. Special Meetings. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board, Vice Chairman of the

Board or by one-third of the Directors upon ten days written notice sent by mail, personal delivery or telecopy to each director at the address shown on the records of the Corporation. No business except that mentioned in the notice shall be transacted at any special meeting.

Section 6.12. Quorum and Voting. Three-quarters of the directors shall constitute a quorum for the transaction of business. Each act and decision relating to the financial affairs of the Corporation must be approved by two-thirds of the total board. All other acts and decisions of the Corporation must be approved by a simple majority of the directors. Every act or decision approved in this fashion at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, subject to the provisions of the California Nonprofit Corporation Law, especially those provisions relating to (a) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (b) appointment of committees, and (c) indemnification of directors. A meeting at which a quorum is present may continue to transact business, notwithstanding the withdrawal of some directors.

Section 6.13. Waiver of Notice. The transactions of any meeting of the Board of Directors, whenever called and noticed or wherever held, shall be as valid as though taken at a meeting duly held, after regular call and notice, if (a) a quorum is present, and (b) either before or after the meeting, each of the directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purposes of the meeting. All waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meeting. Notice of a meeting shall be deemed given to any director who attends the meeting without protesting the lack of adequate notice before or at the commencement of the meeting.

Section 6.14. Adjournment. A majority of the directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

Section 6.15. Notice of Adjournment. Notice of the time and place of reconvening an adjourned meeting need not be given, unless the meeting is adjourned for more than 24 hours, in which case personal notice of the time and place shall be given before the time of the adjourned meeting to the directors who were not present at the time of the adjournment.

Section 6.16. Action Without Meeting. Any action required or permitted to be taken by the Board of Directors may be taken without a meeting, if all members of the board, individually or collectively, consent in writing to that action. Such action by written consent may be executed in counterpart and shall have the same force and effect as a unanimous vote of the Board of Directors. Such written consent or consents shall be filed with the minutes of the proceedings of the board.

Section 6.17. Fees and Compensation of Directors. Directors and committee members shall receive no compensation for their services as directors or committee members.

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ARTICLE VII COMMITTEES

The Board of Directors may by resolution designate one or more committees, each consisting of two or more directors, to serve at the pleasure of the board, with such powers and authority, subject to the requirements of the Nonprofit Corporation Law, as may be provided in such resolution.

ARTICLE VIII OFFICERS

Section 8.01. Officers. The officers of the Corporation shall be a chairman, a vice-chairman, executive director and a secretary-treasurer. The Corporation may also have, at the discretion of the Board of Directors, one or more assistant secretaries, one or more assistant treasurers and such other subordinate officers as may be appointed by the Board of Directors. Any number of offices may be held by the same persons.

Section 8.02. Election and Appointment of Officers; Vacancies. The Chairman and Vice Chairman shall be elected at the annual meeting of the Board of Directors from among its members, each of whom shall serve at the pleasure of the board until a successor is elected. A vacancy in any such office between annual meetings may be filled by election of the Board of Directors from among its members. The Executive Director shall be the County Administrative Officer of the County of Plumas and the Secretary-Treasurer shall be the Treasurer of the County of Plumas. Other officers of the Corporation may be chosen from time to time by the Board of Directors, and each shall serve at the pleasure of the board.

Section 8.03. Removal of Officers. Any officer may be removed, with or without cause, by the Board of Directors at any regular or special meeting of the board or by an officer on whom such power of removal may be conferred by the Board of Directors.

Section 8.04. Resignation of Officers. Any officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 8.05. Chairman of the Board. The Chairman of the Board shall preside at meetings of the Board of Directors and exercise and perform such other powers and duties as may be from time to time assigned to him by the Board of Directors or prescribed by the Bylaws. In addition, the Chairman of the Board shall be the chief executive officer of the Corporation and, subject to the control of the Board of Directors, shall generally supervise, direct and control the business and the officers of the Corporation and shall have such other powers and duties as may be prescribed by the Board of Directors or the Bylaws.

Section 8.06. Vice Chairman. In the absence or disability of the Chairman, the Vice Chairman shall perform all the duties of the Chairman and, when so acting shall have all the powers of, and be subject to all the restrictions upon, the Chairman. The Vice Chairman

shall have such other powers and perform such other duties from time to time as may be prescribed by the Board of Directors or the Chairman of the Board.

Section 8.07. Secretary-Treasurer. The Secretary-Treasurer shall attend to the following:

(a) Book of Minutes. The Secretary-Treasurer shall keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of directors and committees of directors, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present and the proceedings of such meetings.

(b) Notices and Other Duties. The Secretary-Treasurer shall give, or cause to be given, notice of all meetings of the Board of directors required by the Bylaws to be given. He shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

(c) Books of Account. The Secretary-Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements. The books of account shall be open to inspection by any director at all reasonable times.

(d) Deposit and Disbursement of Money and Valuables. The Secretary-Treasurer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; shall disburse the funds of the Corporation as may be ordered by the Board of Directors; shall render to the Chairman and directors, whenever requested, an account of all of his transactions as Secretary-Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

(e) Bond. If required by the Board of Directors, the Secretary-Treasurer shall give the Corporation a bond in the amount and with the surety or sureties specified by the board for faithful performance of the duties of his office and for restoration to the Corporation of all its books, papers, vouchers, money and other property of every kind in his possession or under his control on his death, resignation, retirement or removal from office. Any such bond shall be paid for by the Corporation from its annual operating budget.

Section 8.08 Executive Director. The Executive Director of the Corporation shall be responsible for the day-to-day management activities associated with the activities of the Corporation, including, without limitation, filing of tax statements and exemption requests, recordation of real estate documents, such as ground leases and facilities leases, procurement and review of insurance coverage, if necessary, and filings with state and

federal government agencies with respect to the Corporation's bond and certificate of participation issuances.

ARTICLE IX INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES AND OTHER AGENTS

Section 9.01. Indemnification of Agents. The Corporation shall have the power to indemnify its officers, directors, employees and agents as provided by California Corporations Code Section 5238.

Section 9.02. Insurance. The Board of Directors may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any agent of the Corporation against any liability other than for violating provisions against self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not this Corporation would have the power to indemnify the agent against that liability under the provisions of this section.

ARTICLE X RECORDS AND REPORTS

Section 10.01. Maintenance of Corporate Records. The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state: (a) adequate and correct books and records of account; and (b) minutes in written form of the proceedings of the board and committees of the board.

Section 10.02. Maintenance and Inspection of Articles and Bylaws. The Corporation shall keep at its principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state, the original or a copy of the Articles and Bylaws as amended to date, which shall be open to inspection by the public at all reasonable times during office hours. If the principal executive office of the Corporation is outside the State of California and the Corporation has no principal business office in this state, the secretary shall, on the written request of any person, furnish to that person a copy of the Articles and Bylaws as amended to date.

Section 10.03. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation and any subsidiary corporation. This inspection by a director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

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ARTICLE XI
CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes a corporation, partnership or other entity and a natural person.

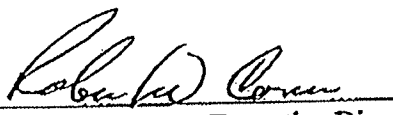
ARTICLE XII
AMENDMENTS

The Board of Directors may adopt, amend or repeal these Bylaws on vote of 75% of directors.

CERTIFICATE OF EXECUTIVE DIRECTOR SECRETARY

I, the undersigned, certify that I am the duly elected and acting Executive Director of PLUMAS COUNTY PUBLIC FACILITIES CORPORATION, a California nonprofit public benefit corporation, and the above bylaws, consisting of 9 pages, constitute the Bylaws of such Corporation as duly adopted by action of the Board of Directors of the Corporation on December 17, 2002.

Dated: December 17, 2002.

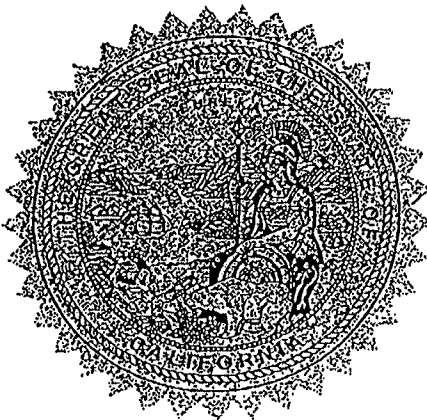

Robert W. Conen, Executive Director

2411873

**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

APR 23 2002

Bill Jones

Secretary of State



ELLIOTT SMART
DIRECTOR


DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: AUGUST 27, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 9, 2014

RE: AUTHORIZATION TO FILL A VACANT AND FUNDED SOCIAL WORKER
I/II/III POSITION IN THE DEPARTMENT'S CHILD WELFARE SERVICES
PROGRAM

It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant and funded Social Worker I/II/III position in the Department of Social Services as soon as administratively possible.

Background and Discussion

The Department of Social Services has once again experienced a vacancy in the class of Social Worker I/II/III. The position is assigned to the Department's Child Welfare Services program. The position became vacant on August 25, 2014 due to the prior incumbent accepting a position with the Plumas Unified School District as a Student Services Coordinator.

Child Welfare Services is a mission critical public safety program. As this report is being delivered, the Department has suffered a 50% loss in the number of Social Workers in this function (3 out of 5 FTE's as well as the prior CWS Supervisor) have left the Department in the past few months. The Department partially accommodated this by transferring a social worker from the Adult Services programs to Child Welfare. That said, the most experienced social worker in Child Welfare has been on the job for just two years.

The Department has now experienced eight vacancies in social worker positions assigned to Child Welfare Services programs in a span of 35 months, or in a period of less than three years. The average stay for a social worker who resigned during this time period was just under fourteen (14) months.

Financial Impact

The positions are funded in this year's County budget. There is no impact to the County General fund as the positions are funded by State, Federal and Realignment dollars.

Copy: DSS Management Staff

Enclosures

Position Classification: Social Worker I/II/III

FTE: 1.00

Budgeted Position: Yes

CWS is funded through Federal (50%), 2011 Realignment (35%) and 1992 Realignment (15%) dollars for the basic program.

This allocation of 2011 Realignment funds is specifically for Child Welfare Services. It cannot be spent on other programs.

Mandated Program: Yes.

Child Welfare Services is a state-mandated, county-administered public protection program. The mandate for Child Protective Services is found at Welfare and Institutions Code Section 16500, *et seq.* The mandated services include 24 hour, 7 days per week emergency response services for allegations of abuse or neglect of children, case management services to families whose children are removed from the home (including mandatory visits to both children and parents), reunification services to reunite families, and permanency services when reunification avenues are exhausted.

Position Description:

This position is responsible for the investigation of allegations of abuse or neglect of children. The incumbents also perform case management activities that support mitigation of the systemic family elements that have led to abuse or neglect of children. A significant component of the job includes reporting to the Plumas County Superior Court regarding the status of families who have had children removed from their care and custody. There is typically a significant amount of interaction with community based partner organizations that work with the Department towards goals associated with strengthening families.

Funding Sources:

The funding to support these positions comes from federal pass through dollars and county 1991 and 2011 Realignment dollars. There is no cost to the County's General Fund associated with these positions.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Worker – Child Protective Services

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

Answer: Yes. Child Protective Services is a state mandated program.

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

Answer: The position is assigned duties that include public protection, specifically providing services to abused and neglected children.

- How long has the position been vacant?

Answer: This position became vacant on August 25, 2014 due to the prior incumbent accepting a job with the Plumas Unified School District.

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

Answer: No.

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

Answer: Staffing levels for this program are a function of the allocation of state general fund dollars for the position. Currently, the state provides funding for six social workers in Plumas County for this program.

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

Answer: Children may not be protected from abuse leading to potential tragic circumstances.

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

Answer: This position is funded by Federal and Realignment dollars. The Realignment dollars allocated to this program may not be used for other programs.

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

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies. Currently Child Welfare Services is not among the programs impacted by proposed reductions in the State's budget.

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

Answer: No.

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

Answer: No.

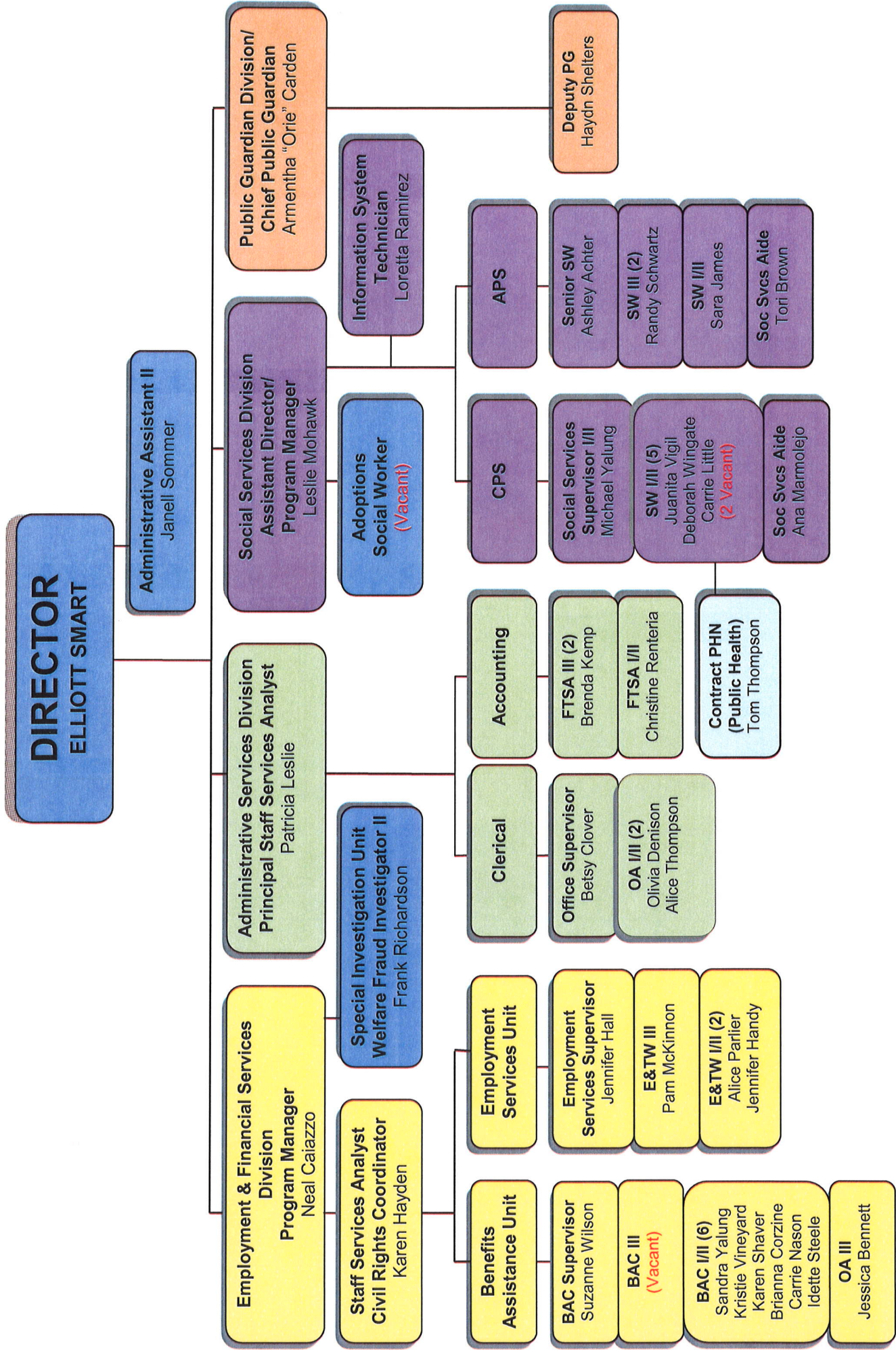
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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

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

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

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN






ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: AUGUST 11, 2014
TO: HONORABLE BOARD OF SUPERVISORS
FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 2, 2014
RE: SOCIAL SERVICES TRENDS REPORT

It is Recommended that the Board of Supervisors

Receive and file the Social Services Trends report.

Background and Discussion

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

Copies: PCDSS Management Staff
Members of the Human Services Cabinet

Enclosure

SOCIAL SERVICES TRENDS

Quarter Ending: June 30, 2014

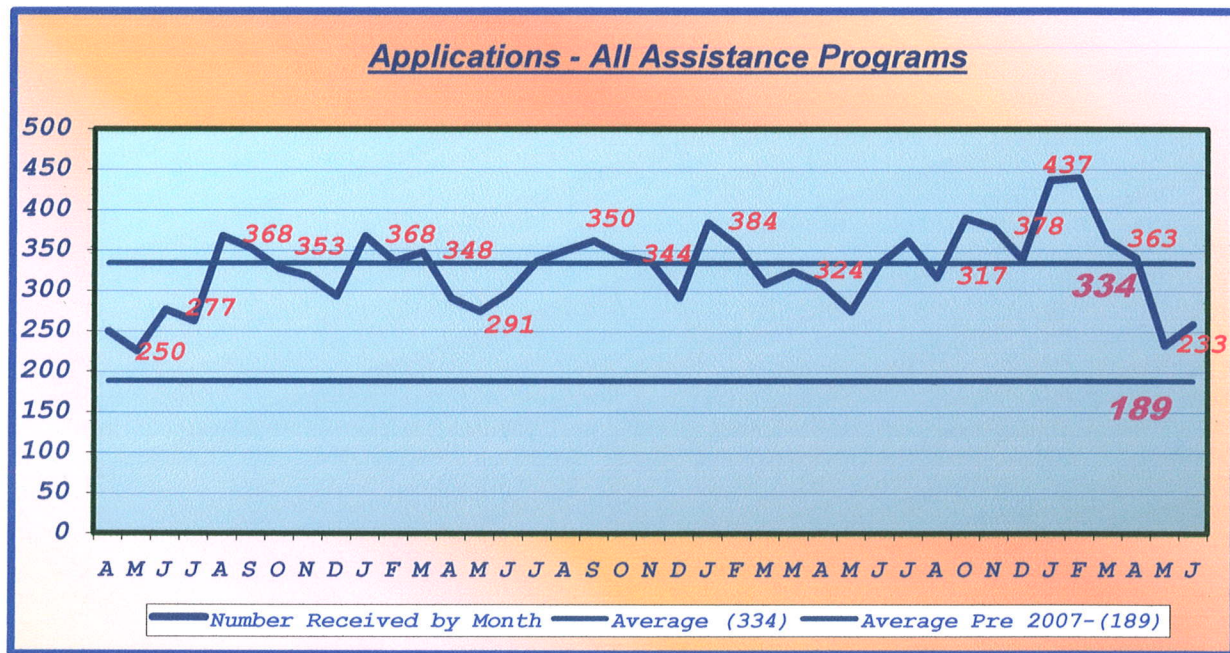
Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts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

I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION

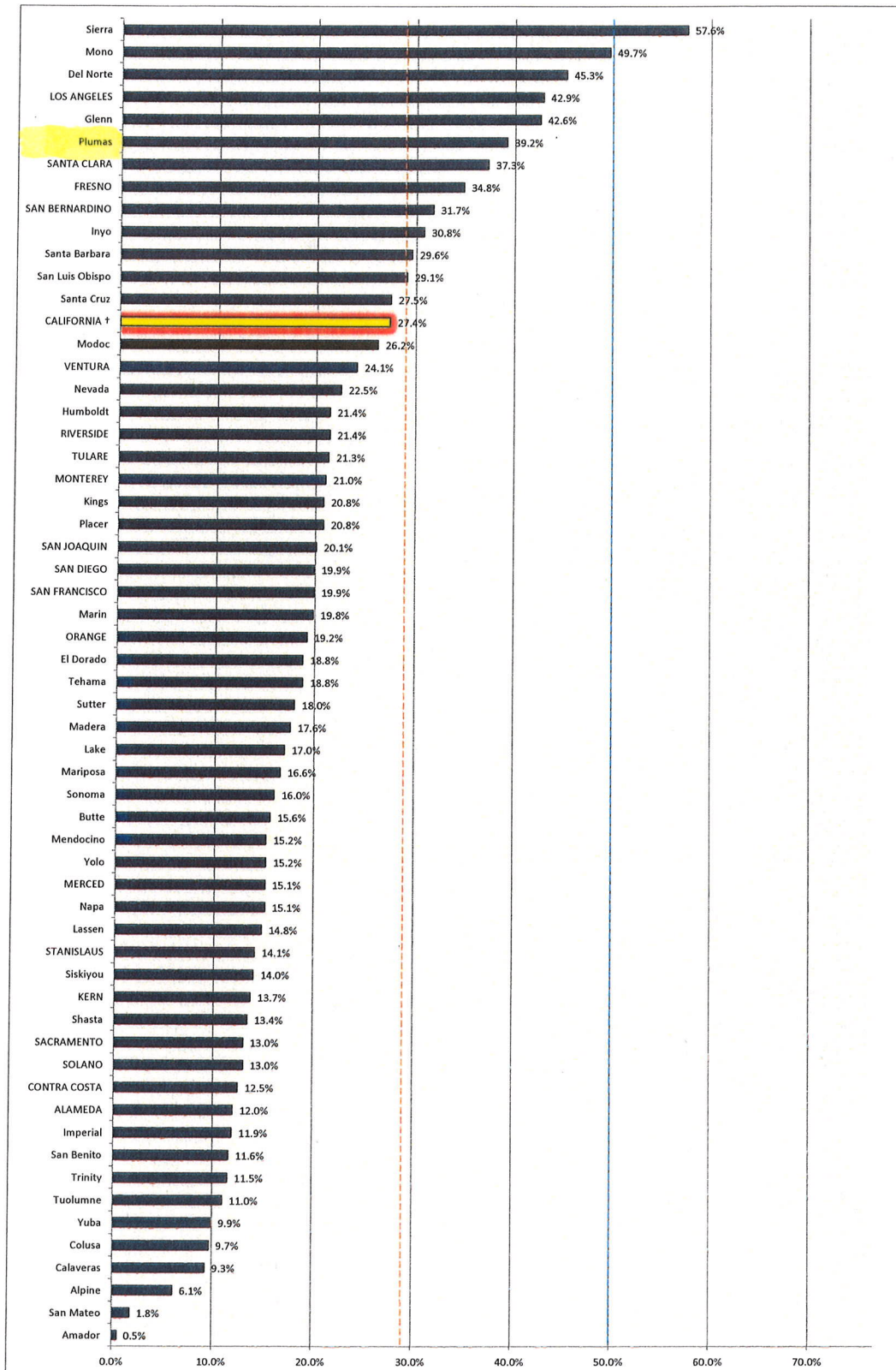
A. APPLICATIONS RECEIVED

Following two record breaking months of applications (437 in January and 440 applications in February) application counts have dropped significantly for the first time in nearly three years. A portion of that drop is associated with a decline in CalFresh applications (64 in May compared to 102 in March). There was also a significant drop in the number of Medi-Cal applications.

The average monthly application count for the thirty-six month period shown below has reached 334 per month. Prior to 2007, the average was 189 per month.



All Families Cases for Federal Fiscal Year 2010*



Source: County Work Participation Rate database as of 10/17/2013.
All Caps = Performance Measurement Counties.

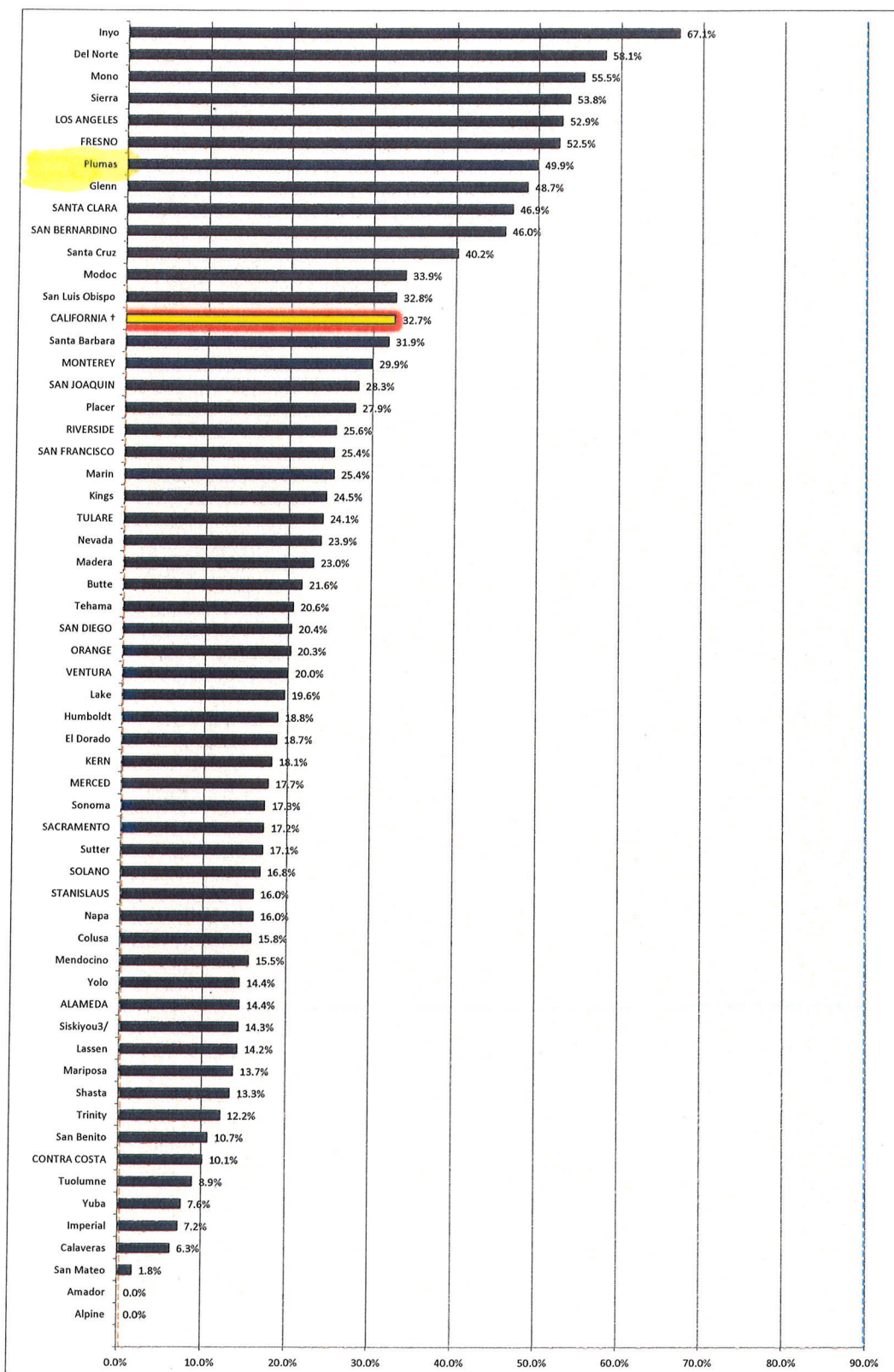
*The annual WPRs are based on the average of the weighted monthly rates for each county, which is consistent with the calculation of the federal statewide rates by the Administration for Children and Families (ACF). Note: The 30 percent limit on cases considered meeting work requirements due to educational activities per month is not applied to the WPR calculations in this report.

--- = Adjusted work participation rate (49.9%) after applying FFY 2010 caseload reduction credit (0.1%) to the 50% rate based on ACF methodology.

--- = ARRA-modified adjusted work participation rate (29.0%) after applying FFY 2008 caseload reduction credit (21.0%) to the 50% rate based on ACF methodology.

†The statewide rate calculated using only those cases sent to ACF is 26.2%.

Two Parent Cases for Federal Fiscal Year 2010*



Source: County Work Participation Rate database as of 10/17/2013.

All Caps = Performance Measurement Counties.

*The annual WPRs are based on the average of the weighted monthly rates for each county, which is consistent with the calculation of the federal statewide rates by the Administration for Children and Families (ACF). Note: The 30 percent limit on cases considered

--- = Adjusted work participation rate (90%) after applying FFY 2010 caseload reduction credit (0.1%) to the 90% rate based on ACF methodology.

--- = ARRA-modified adjusted work participation rate (0.0%) after applying FFY 2008 caseload reduction credit (90.0%) to the 90% rate based on ACF methodology.

†The statewide rate calculated using only those cases sent to ACF is 35.6%.

B. CONTINUING CASES

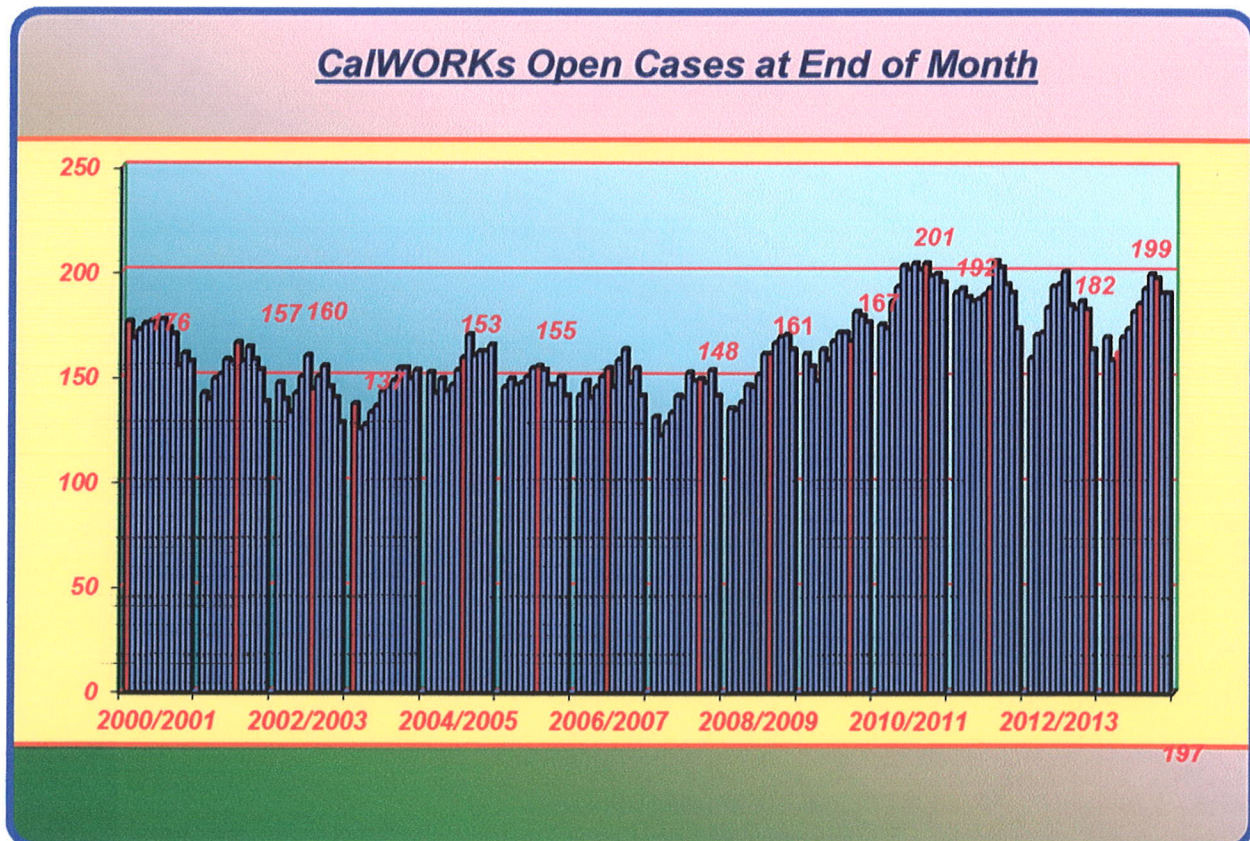
(1). Cash Assistance (AFDC/CalWORKs)

The case count for CalWORKs assistance has been staying in a range that fluctuates between 150-200 cases. The case count dropped slightly during the past three months (190 cases at the end of June). One-third of the CalWORKs cases are "child only" cases meaning that the adult has another source of income and is likely a non-needy adult relative. Nearly all of these cases involve children who've been placed in the home of a relative or a non-relative extended family member. Those children remain eligible for CalWORKs assistance during the entire period of their placement.

In June, the Department was notified that it had achieved a work participation rate for CalWORKs that exceed both the Federal and the state rates for work participation (WPR) and placing Plumas sixth best in the state at moving recipients into work activities (see enclosed Tables). Credit is given to Welfare to Work staff for this excellent performance.

Average Monthly Caseload

2011/2012	191
2012/2013	181
2013/2014	180



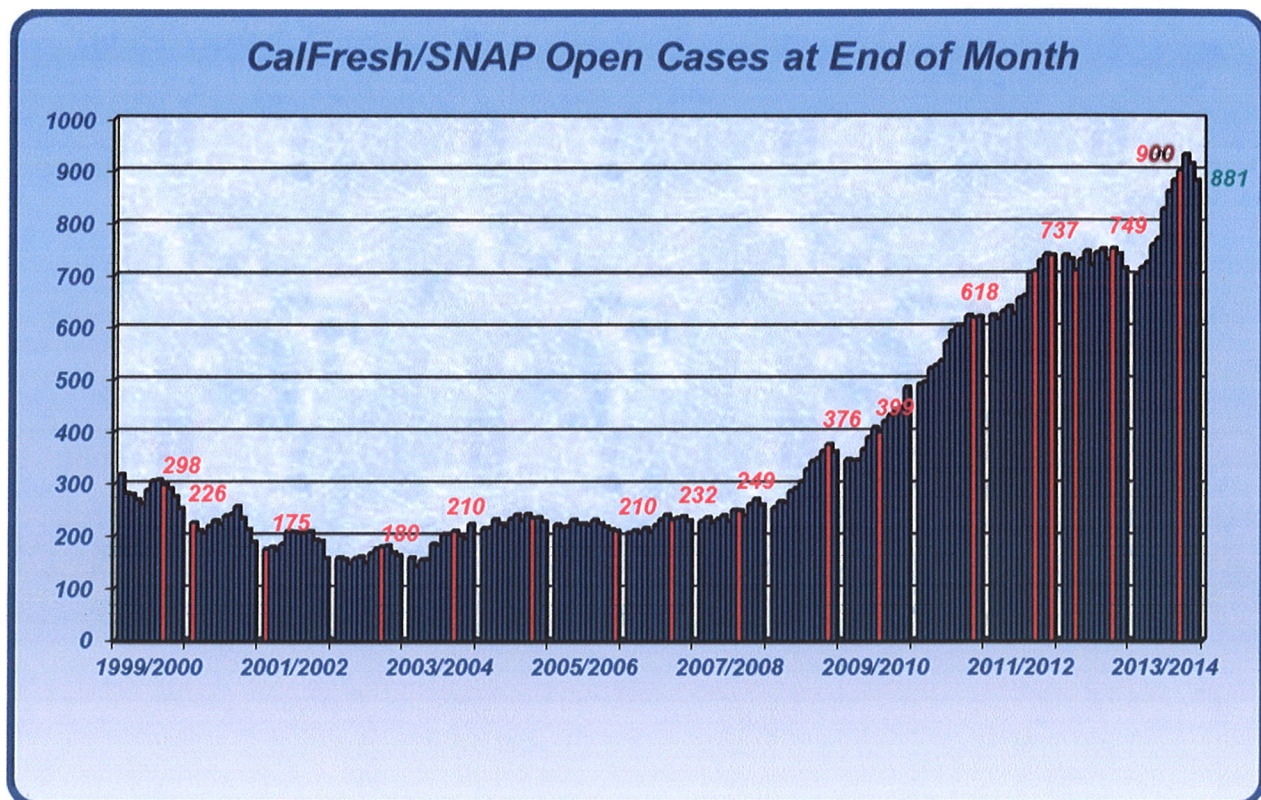
(2). CalFresh (Food Stamps) Assistance

A. Case Count

The case count totaled 931 at the end of April. As was reported previously, two things have contributed to the growth in this program. First, a weak economy has continued to plague job availability. Second, many of the people who've applied for Medi-Cal in order to comply with the ACA have also applied for CalFresh benefits and are eligible for them. The Department believes that the growth in this program is ending. Jobs are beginning to appear again and the application count for this program has finally begun to drop.

Average Monthly Caseload

2011/2012	672
2012/2013	733
2013/2014	822



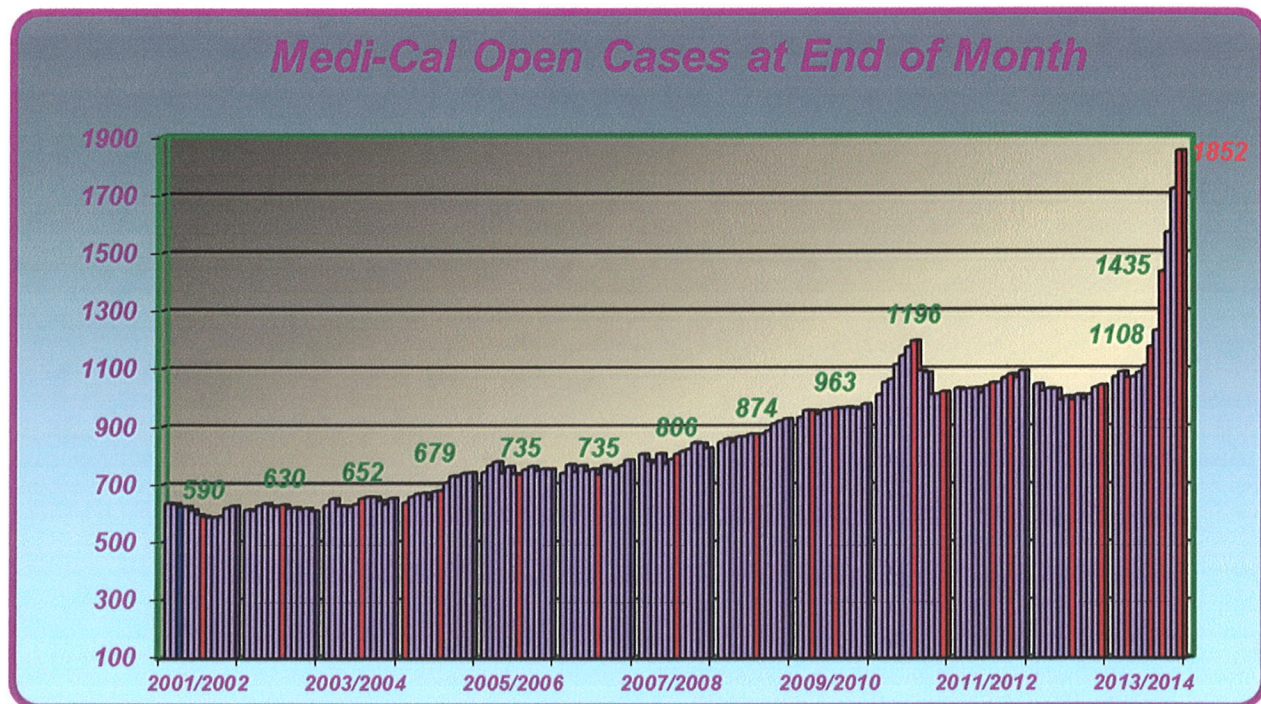
(3). Medi-Cal

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

At the end of December, 2013, the Medi-Cal case count was 1108 cases. At the end of June, our count was 1852 or an increase of 744. It appears that the Department's estimate of new cases to be added was low.

Average Monthly Caseload

2011/2012	1049
2012/2013	1017
2013/2014	1459

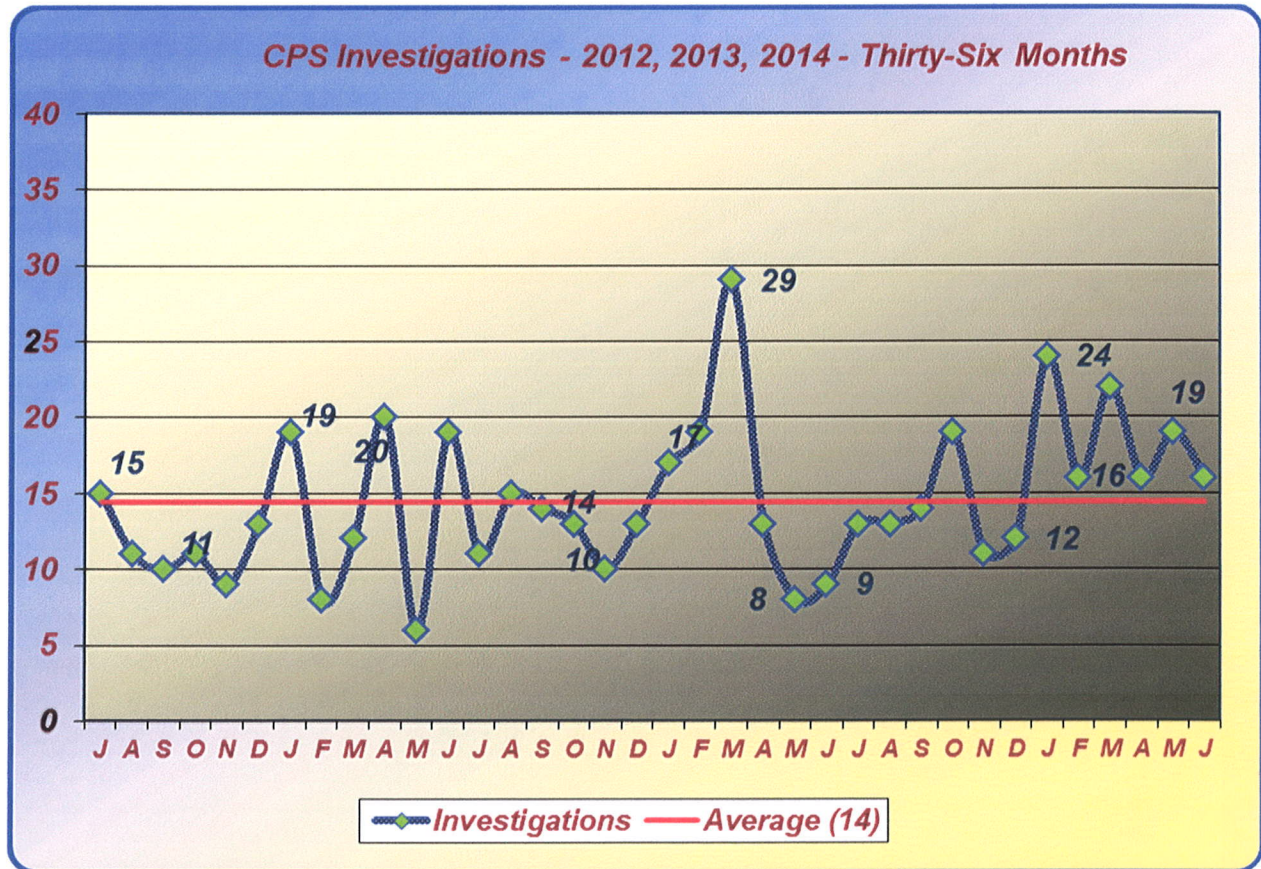


II. SOCIAL SERVICES DIVISION

A. Child Welfare Services

The Emergency Response component of Child Protective Services averages in the range of about 14 child abuse investigations per month. During the three month period from April through June the Department investigated a total of 51 allegations of child abuse or an average of about 17 per month.

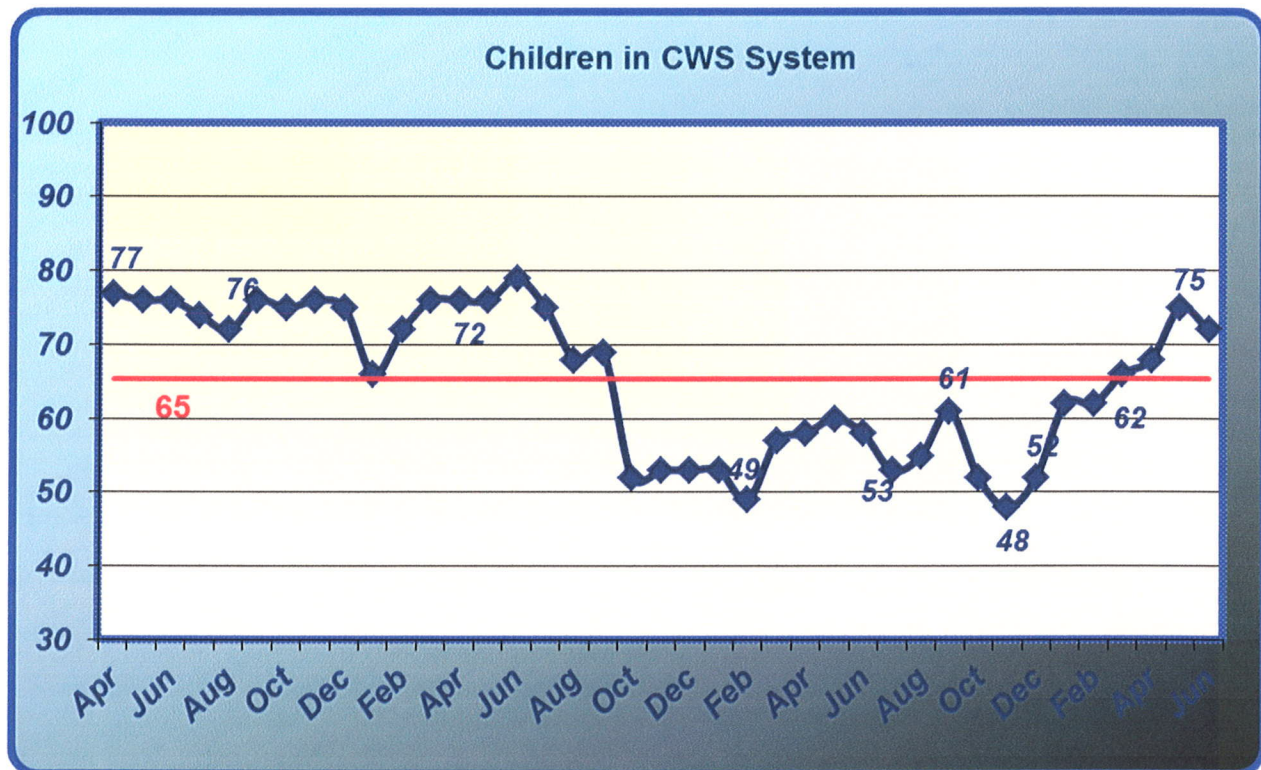
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse is the foremost reason that children are removed from unsafe environments.



B. Children in the Child Welfare Services System

As was reported in prior quarter Trends, we are continuing to see growth in the number of children in the child welfare system. The Department has noted that two elements continue to contribute to this growth. First, the number of investigations performed during this period has continued to be higher than average. Second, under Assembly Bill 12 children can remain in foster care until they are 20. Under prior law the age limit was 18. The Department has 6 foster youth who are AB 12 youth.

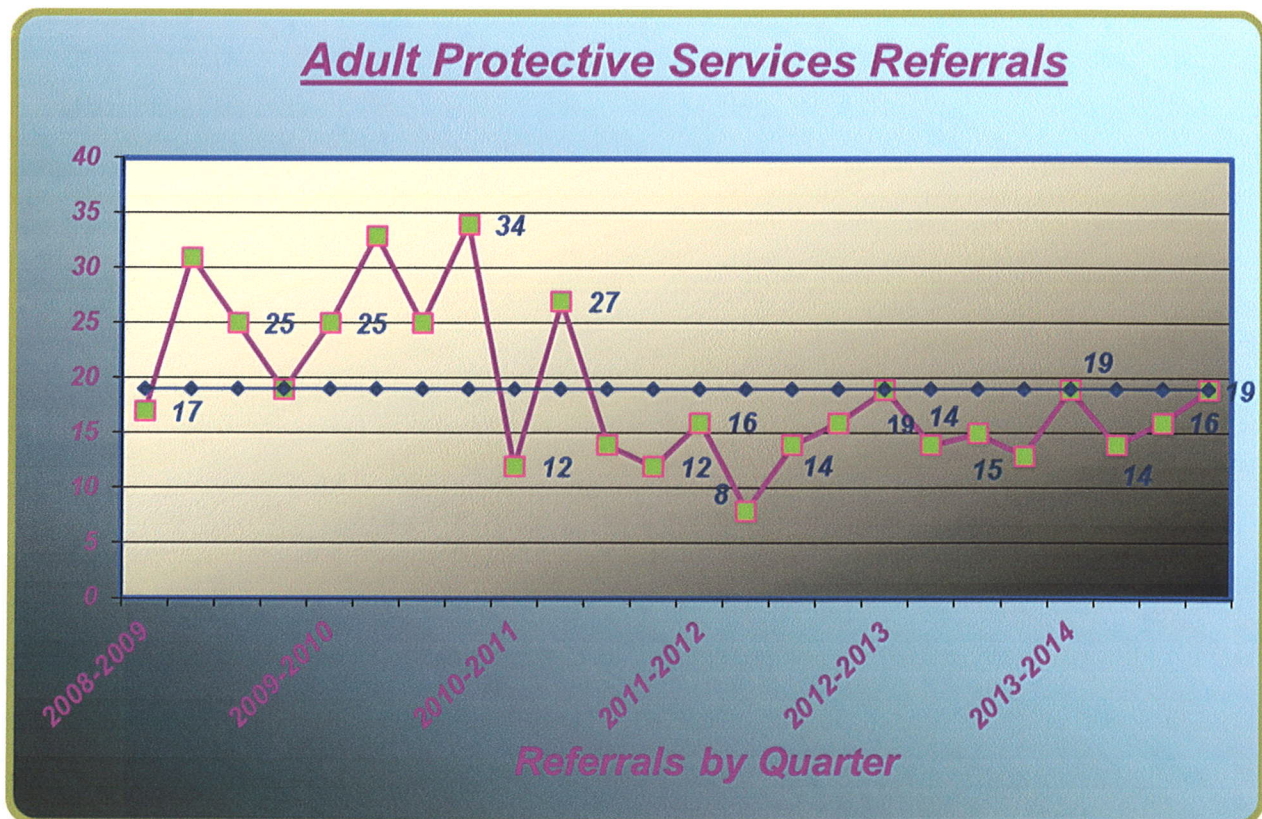
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. We expect that trend to continue.



C. Adult Protective Services

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

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

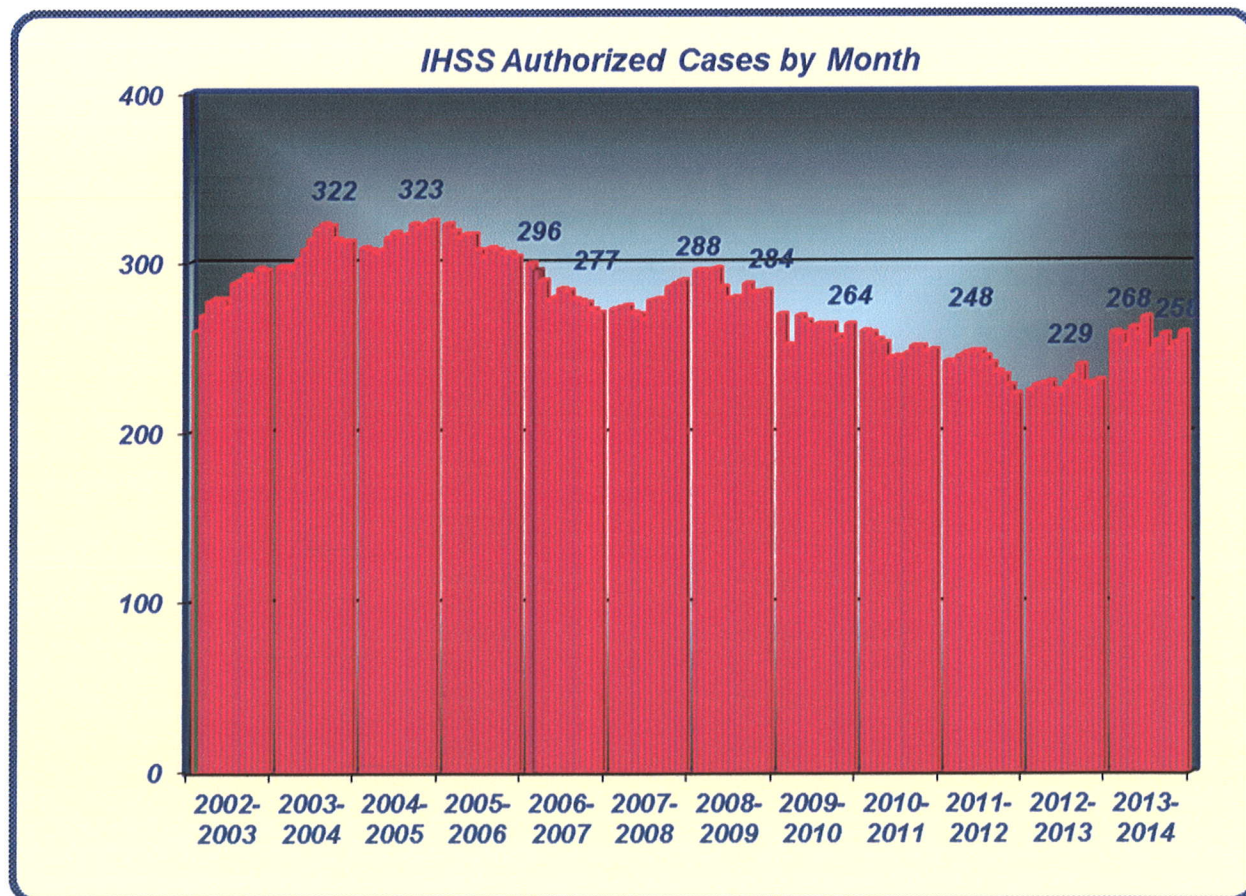


D. In-Home Supportive Services (IHSS)

During this past year the Department noted that there had been some modest growth in the IHSS case count. This growth followed a lengthy period where there had been a pattern of slow and steady case count reduction. The Department had attributed the decline to cuts in the state budget that both changed eligibility rules for the program and reduced service levels to some consumers. The Department believes that there remains potential for growth in the case count as a product of the Affordable Care Act. Whether that growth actually appears, remains to be seen.

Average Monthly Case Count

2011/2012	240
2012/2013	229
2013/2014	256



III. PUBLIC GUARDIAN

The Public Guardian currently provides guardianship and conservator services to a total of 10 LPS and Probate conservatees. The Public Guardian also serves as representative payee for 7 SSI recipients.

PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: 8/28/14

To: Honorable Board of Supervisors

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

Subject: Year-end budget adjustments greater the \$5,000

Recommendation:

Authorize Auditor to make year-end budget adjustments as needed to zero out negative line-item balances.

Background:

Some line items (such as payroll and payroll related accounts) are allowed to go into the negative as long as the overall department budget does not exceed what was appropriated. The adjustments presented in this agenda item will move budget from other line items to cover those with minor negative balances as of the 6/30/14 fiscal year-end. These adjustments have no impact on the General Fund.

At the Board meeting on August 5th, 2014, the Board authorized the Auditor to make year-end adjustments up to \$5,000. The adjustments included in this agenda item total more than \$5,000 per department.

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

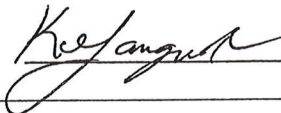
A) Transfer to cover expenses for F/Y 12/13.

B) In some budgeted cost were less than anticipated for 12/13 Fiscal Year.

C) Costs were incurred 12/13 Fiscal Year. Grant funds must be spent 12/13 Fiscal Year.

D) No change in revenue at this time.

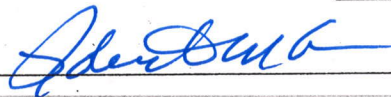
Approved by Department Signing Authority:



☒ Approved/Recommended

☐ Disapproved/Not recommended

Auditor/Controller Signature:



Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

13/14

(Auditor's Use Only)

Date 8/4/2014

Board
Board
Board
Auditor
Auditor

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

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

A) Transfers to cover shortages in accounts

B) Expenses less than anticipated

C) Expenses incurred in FY 13/14

D) N/A

Approved by Department Signing Authority:

Ron Towery

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

John Doe

Board Approval Date: _____

Agenda Item No. _____

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13/14

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

TRANSFER NUMBER

(Auditor's Use Only)

Department: JAIL Dept. No: 70380 Date 8/4/2014

The reason for this request is (check one):

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

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70380	51000	REGULAR WAGES	9,251.00
Total (must equal transfer to total)				9,251.00

TRANSFER TO OR **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70380	51020	OTHER WAGES	8,874.00
0001S	70380	51060	OVERTIME	377.00
Total (must equal transfer to total)				9,251.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Transfers to cover shortages in accounts

B) Expenses less than anticipated because of vacant full time positions

C) Expenses incurred in FY 13/14

D) N/A

Approved by Department Signing Authority:

Ron Towery

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

John Dwyer

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

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13/14

COUNTY OF PLUMAS REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: ANIMAL CONTROL Dept. No: 20428 Date 7/24/2014

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
- B. ☐ Supplemental Budgets (including budget reductions)
- C. ☒ Transfers to/from or new Fixed Asset, out of a 51XXX
- D. ☐ Transfer within Department, except fixed assets, out of a 51XXX
- E. ☐ Establish any new account except fixed assets

Approval Required

Board
Board
Board
Auditor
Auditor



TRANSFER FROM OR



SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20428	51000	REGULAR WAGES	2,200.00
0001	20428	51060	OVERTIME	2,318.00
0001	20428	51080	RETIREMENT	200.00
0001	20428	51090	GROUP INSURANCE	893.00
0001	20428	51100	FICA/MEDICARE/OASDI	389.00
Total (must equal transfer to total)				6,000.00

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20428	51020	OTHER WAGES	6,000.00
Total (must equal transfer to total)				6,000.00

Supplemental budget requests require Auditor/Controller's signature

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

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A) Transfers to cover shortages in accounts

B) Expenses less than anticipated

C) Expenses incurred in FY 13/14

D) N/A

Approved by Department Signing Authority:

Ron Jowery



Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

John Doe

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13/14

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: BOAT PATROL

Dept. No: 70350

Date 8/4/2014

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☒ Transfers to/from or new Fixed Asset, out of a 51XXX
 D. ☐ Transfer within Department, except fixed assets, out of a 51XXX
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70350	51060	OVERTIME	1,263.00
0017G	70350	520900	MAINTENANCE OF EQUIPMENT	3,000.00
0017G	70350	521102	VEHICLE FUEL	6,000.00
0017G	70350	524400	SPEICAL DEPT EXPENSE	717.00
Total (must equal transfer to total)				10,980.00

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70350	51020	OTHER WAGES	10,440.00
0017G	70350	51100	OASDI/MEDICARE/FICA	540.00
Total (must equal transfer to total)				10,980.00

Supplemental budget requests require Auditor/Controller's signature

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A) Transfer to cover shortage in accounts

B) Expenses less than anticipated

C) Expenses incurred in FY 13/14

D) N/A

Approved by Department Signing Authority:

Ron Tower

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

[Signature]

Board Approval Date: _____

Agenda Item No. _____

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

Plumas-Sierra Counties

Department of Agriculture

Agriculture Commissioner
Sealer of Weights and Measures



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

August 20, 2014

To: Honorable Board of Supervisors

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

Subject: Board Agenda Item for September 2, 2014

RE: Request for approval of over twenty-nine hour work week for all employees filling the class of Seasonal Weed Technician.

It is recommended that the Board of Supervisors

Pursuant to the provisions of the Board of Supervisors Resolution 14-7975, authorize employees filling the classification of Seasonal Weed Technician to exceed the 29 hour work week subject to the direction of the Department of Agriculture.

Background and Discussion

The referenced Board of Supervisors Resolution provides that county department heads shall obtain the approval of the Board of Supervisors prior to permitting any part-time employee to work in excess of the twenty-nine hours in any week.

The seasonal nature of most noxious weeds requires control and eradication efforts be conducted during periods of germination and growth of said weeds. The window of opportunity for these noxious weed control efforts generally extends from April through October. Seasonal employees involved in these weed control efforts are best utilized working a 40 hour week during this window-of-opportunity period, as the work load easily supports the hours of work. Weed control efforts are generally not needed during other times of the year and during inclement weather.

The department requests approval for all seasonal agricultural weed technician employees to work up to 40 hours per week subject to the request and direction of the Department of Agriculture. The Department does not expect this approval to require the County to provide health insurance for these individuals, as the Department will work closely with Human Resources Department to limit total hours worked by seasonal employees to stay under the 30 hour average for the November 1st through October 31st reporting period established by the Affordable Care Act.

Alternatives

A full time permanent agricultural technician would be preferable, and would be of minimal cost to the county, being mostly funded by existing grants and contracts.



Daniel Prince, Chief Probation Officer

Plumas County Probation Department
270 County Hospital Road, Ste. 128
Quincy, CA 95971

3D

DATE: August 19, 2014
TO: Honorable Board of Supervisors
FROM: Daniel Prince, Chief Probation Officer 
SUBJECT: Community Recidivism Reduction Grant

Recommendation:

Community Recidivism Reduction Grant; Discussion and possible action regarding a joint grant application to be developed between the Board of Supervisors and the Community Corrections Partnership pursuant to requirements contained in the Budget Act of 2014. A total of \$10,000 is available to Plumas County.

Background and Discussion:

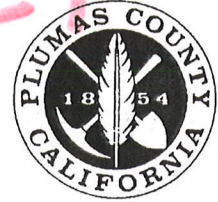
The Budget Act of 2014 allocates monies to each county in order to fund community recidivism and crime reduction services. Ten thousand dollars (\$10,000) is available to Plumas County for this purpose. In order to receive these funds the Board of Supervisors, in collaboration with the Community Corrections Partnership, must establish minimum requirements, funding criteria, grant award limits and procedures to award the grants to local non-governmental entities. Juveniles or adults transitioning from detention centers, jails or prison back to their communities are the target population. Services that could receive funding under this program include, but are not limited to, delinquency prevention, homelessness prevention, and reentry services.

In order to qualify for this award, a letter must be forwarded by September 30, 2014 to the Board of State and Community Corrections that provides confirmation of the BOS approval to receive the funds. The Chief Probation Officer, in his capacity as the Chair of the CCP Executive Committee, will be available to assist the Board in developing the grant criteria and providing the necessary liaison to the Community Corrections Partnership.

3E1

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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



AGENDA REQUEST

For the September 9, 2014 meeting of the Plumas County Board of Supervisors

August 29, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read "Robert A. Perreault", followed by a large, stylized capital letter "A".

Subject: Authorization for the Public Works/Road Department to fill the vacancy of one (1) FTE Road Maintenance Supervisor position vacancy in Beckwourth, Dist. 1.

Background:

The Road Maintenance Supervisor in Beckwourth is retiring, resulting in the vacancy of one (1) FTE Road Maintenance Supervisor position effective December 29, 2014.

This position is funded and allocated in the proposed FY 14/15 Public Works budget.

The Department is requesting to advertise to fill one (1) FTE Road Maintenance Supervisor position as a County promotional.

This position is critical in maintaining safe travel ways for Plumas County roads during all seasons.

The appropriate Critical Staffing Questionnaire and Department Organizational Chart are attached.

Recommendation:

The Public Works/Road Department respectfully recommends that the Board of Supervisors authorize to fill the vacancy of 1 FTE Road Maintenance Supervisor in Beckwourth, Dist. 1.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Supervisor Position —Dist. 1 Beckwourth

- Is there a legitimate business, statutory or financial justification to fill the position?
Supervisors are needed for logical management of field crews.
- Why is it critical that this position be filled at this time?
This position provides direction and work coordination for Maintenance Workers. They assume responsibility for an entire crew. Employees in this position are subject to 24 hour "call out" for road related emergencies and snow removal. This position would be filled as County Promotional.
- How long has the position been vacant?
This position will be vacant effective 12/29/14
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 14/15 budget includes funds for these positions.
- What are staffing levels at other counties for similar departments and/or positions?
o **No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?
Supervision, leadership and guidance, and the fact that someone is having to do this work and is not being properly compensated for the work they are doing.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

— Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

— Does the department have a reserve? **Yes**

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

11/12 0

12/13 (\$439,699)

13/14 0

3E2



PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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

AGENDA REQUEST

For the September 9, 2014 meeting of the Plumas County Board of Supervisors

August 29, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, appearing to read "Robert Perreault", with a stylized flourish at the end.

Subject: Authorization for the Public Works/Road Department to fill the vacancy of one (1) FTE Road Maintenance Leadworker position vacancy in Beckwourth, Dist. 1.

Background:

The Road Maintenance Leadworker in Beckwourth has retired, resulting in the vacancy of one (1) FTE Road Maintenance Leadworker position effective October 2, 2014.

This position is funded and allocated in the proposed FY 14/15 Public Works budget.

The Department is requesting to advertise to fill one (1) FTE Road Maintenance Leadworker position as a County promotional.

This position is critical in maintaining safe travel ways for Plumas County roads during all seasons.

The appropriate Critical Staffing Questionnaire and Department Organizational Chart are attached.

Recommendation:

The Public Works/Road Department respectfully recommends that the Board of Supervisors authorize to fill the vacancy of 1 FTE Road Maintenance Leadworker in Beckwourth, Dist. 1.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Mechanic Shop Lead Worker Position —Dist. 1 Beckwourth

- Is there a legitimate business, statutory or financial justification to fill the position?
Lead Workers are needed for logical management of staff and operations..
- Why is it critical that this position be filled at this time?
This position provides lead direction and work coordination for the maintenance workers and serves as an assistant to the Public Works Road Maintenance Supervisor. They assume responsibility for the re crew in the absence of the immediate Supervisor. Employees in this position are subject to 24 hour "call out" for road related emergencies. This position would be filled as County Promotional.
- How long has the position been vacant?
This position will be vacant effective October 2, 2014
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 14/15 budget includes funds for these positions.
- What are staffing levels at other counties for similar departments and/or positions?
 - o **No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**
- What core function will be impacted without filling the position prior to July 1?
Supervision, guidance, and the fact that someone is having to do this work and is not being properly compensated for the work they are doing. Also, the PW Road Maintenance Supervisor will also have the added burden of doing both duties. During absence of the Supervisor there is no one to cover the duties.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

— Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

— Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

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

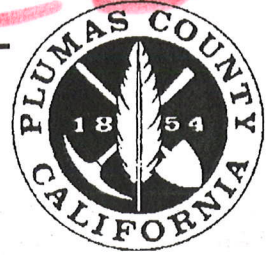
11/12 0

12/13 (\$439,699)

13/14 0

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 EAST MAIN STREET, QUINCY CA 95971 – PHONE (530) 283-6268 FACSIMILE (530) 283-6323
Robert A. Perreault Jr., Director Joe Blackwell, Deputy Director



AGENDA REQUEST

for the September 9, 2014 Meeting of the Plumas County Board of Supervisors

September 2, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Conduct a PUBLIC HEARING to Consider Matters Identified by the Utilities that are Involved in the PG&E Undergrounding Project that is part of the State Route 89 and County Roads Improvement Projects in Greenville

Background:

In conjunction with the State Route 89 Project in Greenville, this undergrounding project has been in progress since 2008. The utility companies involved in the project are:

1. Pacific Gas & Electric
2. Frontier Communications
3. New Day Broadband
4. Indian Valley CSD

At the request of some of the utilities involved in the project, the boundaries of the proposed district have been established, modified, re-established and modified again.

Due to the high cost of placing overhead utilities underground, there has been reticence to participate from 2 of the 3 utilities that would be involved in this project. New Day Broadband has notified Public Works staff that they will not take part, and Frontier Communications, which provides landline telephone service to Greenville, has indicated that it will be difficult for them to cover the costs of their share of the undergrounding project. Since this project has been delayed until 2015, Frontier Communications has requested that this public hearing process be conducted once again in order to provide a forum for their concerns.

On August 5, 2014, the Board of Supervisors scheduled a Public Hearing, to be conducted during the Board of Supervisors meeting scheduled for September 9, 2014. The Public Hearing is scheduled to begin at 11:30 AM in the Board Room (Room 309) of the Quincy Courthouse, 520 Main Street, Quincy, CA.

A copy of a July 23, 2014 letter from Frontier Communications is attached. In the past couple months, Public Works staff has met with representatives of PG&E and Frontier to an attempt to resolve funding concerns of both Frontier Communications and PG&E.

Attached is a copy of Resolution 12-7778, adopted by the Board of Supervisors on April 17, 2012.

Attached is a copy of Resolution 08-7518, adopted by the Board of Supervisors on November 18, 2008.

Attached is a copy of the Existing Service Area Map.

Attached is a copy of the Proposed Revised Service Area Map, initially being proposed by PG&E.

Attached is a copy of the Public Hearing Notification Letter sent to representatives of the various utility companies.

Attached is a copy of the Public Hearing Notification Letter sent to land owners within the proposed revised Service Area.

Typically, a proposed Resolution would also be the subject of consideration by the Board of Supervisors. However, there are two (2) matters that warrant the further consideration of the Board of Supervisors. The issues are:

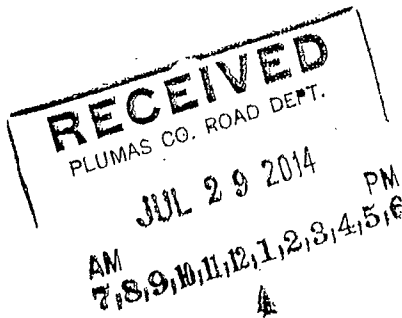
ITEM 1: PG&E has requested that the service district map be again revised and modified to reduce the size of the service district for the purpose of lessening construction costs. Public Works staff recommends that PG&E advise the Board of Supervisors why the current district area cannot be funded. Note: there is a option available in the PUC Tariff that enables the PG&E to rely on future revenues (that warrants discussion during the Public Hearing).

ITEM 2: Frontier Communications has stated to Public Works staff that the utility company is unable to participate in the undergrounding project. Public Works staff recommends that Frontier Communications discuss their position directly with the Board of Supervisors.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors, on September 9, 2014, open the Public Hearing and consider the following:

1. Presentation by Public Work staff
2. Presentation or comments by each Utility
3. Comments or Questions by the General Public
4. Conduct discussion among the Board of Supervisors
5. As appropriate, direct staff to prepare a replacement Resolution for consideration by the Board of Supervisors at a future meeting of the Board of Supervisors
6. Continue the Public Hearing to October 7, 2014, or some alternate date, at a time specific



9260 E. Stockton Blvd.
Elk Grove, CA 95624

July 23, 2014

Mr. Bob Perreault
Director, Plumas County Department of Public Works
1834 E. Main St.
Quincy, CA 95971

RE: Frontier Meeting on Resolution No.12-7778 (Underground Conversion District)

Dear Mr. Perrault,

Thank you for meeting with Frontier's representatives on July 10, 2014 regarding Resolution No. 12-7778 ("Resolution") adopted by the Board of Supervisors of the County of Plumas on April 17, 2012. This Resolution, along with Resolution No. 08-7518, established the Greenville Overhead Utility Conversion District No. 6 ("District").

Based on the meeting, Frontier understands that the Plumas County Public Works Department is planning to schedule a coordination meeting with the various stakeholders at 10:00 AM on August 5, 2014 and a public hearing in the afternoon to have further discussions and to set a hearing date for a new resolution that would be in compliance with Frontier's tariff and based on discussions with Frontier and other involved parties. Frontier recommends September 23, 2014, if a hearing is set. Also, Frontier confirms that it will be in attendance for the August 5, 2014 meeting and public hearing.

As a recap of Frontier's position discussed in the July 10, 2014 meeting:

- o Frontier does not recognize the existing resolution referenced above due to the fact Frontier was not part of the initial review and concurrence process. Frontier is requesting a new resolution and the opportunity to provide comments prior to the County passing the resolution.
- o Rule 1.29 in Frontier's tariff on file with the CPUC requires that the governing body, Plumas County in this case, receives mutual concurrence with the Utility as part of the conditions that must be met.
- o Under the current scenario Frontier is not able fund this project due to the high unrecoverable costs.
- o All trench and substructure on customer property is the responsibility of the customer.
- o Frontier will notify PG&E that it does not plan to participate in the joint trench. Based upon the estimates provided by PG&E it's more cost effective for Frontier to perform the work through its sub-contractor.
- o Frontier will forward its design and cost estimates to PG&E, which are estimated to be \$1,100,000

As a regulated telecommunications provider, Frontier must balance the needs of all of its rate payers throughout the state of California and meet their demands for new products, services and deploy broadband service throughout its rural market areas. Frontier simply cannot justify investing approximately \$1,100,000 to underground its existing aerial facilities without reimbursement.

Frontier's approved Tariff Rule 29 tariff, as approved and on file with the CPUC (attached) states the following:

"The Utility will, at the expense of the requesting entity, replace its existing aerial facilities with underground facilities along public streets and roads...."

In summary, Frontier wishes to clarify that at this time that it is not in mutual agreement with the undergrounding project in Greenville, CA until an agreement is reached on how Frontier will be reimbursed for its costs. Frontier is willing to meet with you and other stakeholders to discuss the project funding issue.

If you have any questions, you can reach me at 916-691-5620 or by email brian.peterson@ftr.com.

Sincerely,

Brian Peterson
Vice President, West Region Engineering

R1 GENERAL REGULATIONS

R1.29 RULE NO. 29 - FACILITIES TO PROVIDE REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES

- A. In Areas Affected By General Public Interest - The Utility will, at the expense of the requesting entity, replace its existing aerial facilities with underground facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to the Utility have been obtained, or may be obtained without cost of condemnation, by the Utility, provided that: (C)
1. The governing body of the city or county in which such facilities are located has determined, after consultation and mutual concurrence with the Utility and after holding public hearings on the subject, that under grounding is in the general public interest in a specified area for one or more of the following reasons: (C)
 - a. Such under grounding will avoid or eliminate an unusually heavy concentration of aerial facilities;
 - b. Said street, or road or right-of-way is in an area extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic;
 - c. Said street, road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public;
 2. An ordinance is adopted creating an underground district in the area requiring, among other things:
 - a. That all existing and future electric and communication distribution facilities will be placed underground;
 - b. That each property owner will provide and maintain the underground supporting structure needed on his property to furnish service to him from the underground facilities of the Utility when such are available.
 3. The Utility will replace its aerial facilities at the time and only to the extent that the overhead electric distribution facilities are replaced.

R1 GENERAL REGULATIONS

R1.29. RULE NO. 29 - FACILITIES TO PROVIDE REPLACEMENT OF AERIAL WITH UNDERGROUND FACILITIES (Continued)

B. At the Request of Governmental Agencies or Groups of Applicants - In circumstances other than those covered above, the Utility will replace its aerial facilities located in a specified area with underground facilities along public streets and roads, and on public lands and private property across which rights-of-way satisfactory to the Utility have been obtained, or may be obtained without cost or condemnation, by the Utility upon request by a responsible party representing a governmental agency or group of applicants where all of the following conditions are met:

1. All property owners served by the aerial facilities to be replaced within a specific area designated by the governmental agency or group of applicants first agree in writing, or are required by suitable legislation, to pay the cost or to provide and to transfer ownership to the Utility, of the underground supporting structure along the public way and other utility rights-of-way in the area.(1)
2. All property owners in the area are required by ordinance or other legislation, or all agree in writing, to provide and maintain the underground supporting structure on their property.
3. The area to be undergrounded includes both sides of a street for a least one block.
4. Arrangements are made for the concurrent removal of all electric and communication aerial distribution facilities in the area.

C. Upon request of the governing body, The Utility will install at the expense of the governing body or property owner, each customer's underground service connection facility, such as wire or cable, occasioned by the undergrounding. (C)
|
(C)

D. At Utility Initiative - The Utility may, from time to time, replace sections of its aerial facilities with underground facilities at Utility expense for structural design considerations or its operating convenience.

Note 1: Includes Income Tax component as listed in Rule No. 3, Paragraph C.

Kolb, John

From: Bernard, Kirby <Kirby.Bernard@FTR.com>
Sent: Tuesday, July 08, 2014 2:09 PM
To: Patane, Aaron; Garringer, Mel; Perreault, Bob; Burtis, Lizette; Holt, Kimball; Kolb, John
Cc: Bernard, Kirby
Subject: RE: Greenville Rule 20A Status Meeting

All,

Answers to a couple of the action items from the previous meeting.

- Research to find out who is responsible to pay for trenching and installation of Frontier facilities on customer property. All trench and substructure on customer property is the responsibility of the customer.
- Frontier to provide PG&E a response as to if they want to participate in the joint trench. Frontier will not participate in the joint trench.
- Mel to forward PG&E design and cost estimate to Kirby. Estimated costs for undergrounding are \$875,000
- Frontier to decide what they need to move forward with the Resolution issue. Will Frontier recognize existing resolution or request something additional from Plumas County. Frontier will not recognize the existing resolution as they were not part of the process. Frontier is requesting a new resolution and the opportunity to provide comments prior to passing the resolution.

Kirby Bernard
Engineering Manager, California
kirby.bernard@ftr.com
916-691-5619 (o)
916-869-1936 (c)

-----Original Appointment-----

From: Patane, Aaron [<mailto:AVP4@pge.com>]

Sent: Wednesday, April 23, 2014 5:29 PM

To: Patane, Aaron; Garringer, Mel; bobperreault@countyofplumas.com; Burtis, Lizette; Holt, Kimball; Bernard, Kirby; johnkolb@countyofplumas.com

Subject: Greenville Rule 20A Status Meeting

When: Thursday, July 10, 2014 10:00 AM-12:00 PM (UTC-08:00) Pacific Time (US & Canada).

Where: PG&E Office , 460 Rio Lindo, Chico - Large Conference Room

Meeting date changed to July 10th due to schedule conflict.

Thank you
Aaron

Hello All,
Please review the attached meeting notes from our meeting on April 9th, 2014. Let me know if I missed anything.

Caltrans and New Day Broadband Contacts

Name	Role	Phone Number	Email
Jesse Lawson	IVCSD	530-394-8412	jesselawson@frontierne.net
Eric Orr	Caltrans	530-225-3439	Eric_orr@dot.ca.gov
Bill Walker	Caltrans	530-225-4517	William.walker@dot.ca.gov
Mike Mogen	Caltrans	530-225-3482	Michael.mogen@dot.ca.gov
Fred Chaffin	Caltrans	530-225-3121	Fred.chaffin@dot.ca.gov
Dan Fisher	Caltrans	530-225-3279	daniel.fisher@dot.ca.gov
Todd Crabtree	New Day Broadband	530-258-9273	todd@newdaybroadband.com

Please propose another time if you have scheduling conflicts. If I left anyone off please forward on as needed.

Thank you,

Aaron Patane, PMP
Project Manager
PG&E Electric Operations
North Valley - Chico
 Cell: 530.518.8625
avp4@pge.com

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<< File: 307X1248 Frontier and Plumas Co. Meeting.doc >>

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Internal Virus Database is out of date.

Recorded at the request of & mail to:
Plumas County Department of Public Works
1834 East Main Street
Quincy, CA 95971

Resolution No. 12- 7778

WHEREAS, the California Public Utilities Commission (hereinafter "CPUC") has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20 and Telecommunication Rule 32; and

WHEREAS, pursuant to certain criteria, CPUC rules allow participating counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution and telecommunication distribution and service facilities will be converted to underground; and

WHEREAS, the County of Plumas (hereinafter "County"), adopted Resolution No. 08-7511 on October 21, 2008 setting the time and place for a public hearing to establish Greenville Underground Utility District No. 6 (hereinafter the Greenville Overhead Utility Conversion District No. 6) and adopted Resolution No. 08-7518 on November 18, 2008 authorizing the Board of Supervisors to designate areas within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities within said underground district; and

WHEREAS, the Director of Public Works for the County of Plumas has consulted with the affected public utilities and such utilities have agreed that the proposed underground conversion district, designated the Greenville Overhead Utility Conversion District No. 6 and more particularly described in Exhibit 1 attached hereto and incorporated herein by reference, meets the criteria established by the rules of the CPUC, to wit,

That such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities, **AND**

That the streets or roads or right-of-ways in the proposed district are extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic, **AND**

That the streets or roads or right-of-ways in the proposed district adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public,

WHEREAS, each year the County is notified by PG&E regarding the allocation of work credits for conversion of overhead electric distribution lines and facilities to underground, known as Rule 20A allocations; and

WHEREAS, the Director of Public Works for the County of Plumas has consulted with PG&E and determined that the County has accumulated Rule 20A work credits or PG&E has agreed that the County may borrow against future credits sufficient to complete the proposed overhead conversion project; and

WHEREAS, the County and the affected utilities have agreed by letter that each utility shall complete the engineering of their respective portion of the Greenville Overhead Utility Conversion District No. 6 Project; and

WHEREAS, the County and the affected utilities have agreed by letter that PG&E shall be responsible for preparation of the trench profile and composite drawings and that PG&E shall be designated as "trench lead" to manage trenching, installation of substructures, and pavement restoration and such other work; and

WHEREAS, the Director of Public Works of the County and the affected utilities have agreed on a work schedule which meets their respective capabilities and further agreed to waive any administrative fees, costs or special street restoration requirements for purposes of this project; and

WHEREAS, to the extent required, the County has agreed to provide easements or rights of way on private property as may be necessary for installation of utility facilities in a form satisfactory to the affected utilities; and

WHEREAS, the Plumas County Board of Supervisors has now received the report from the Director of Public Works recommending that the area identified in Exhibit 1 should be designated as a overhead utility conversion area within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, upon the recommendation of the Director of Public Works and the Planning Director, the Plumas County Board of Supervisors has determined that the proposed Greenville Overhead Utility Conversion District No.6 is categorically exempt from environmental review pursuant to the California Environmental Quality Act; and

WHEREAS, the County has notified all affected property owners within the proposed Greenville Overhead Utility Conversion District No.6 and invited the same to attend a public hearing to discuss formation of the proposed district; and

WHEREAS, the Plumas County Board of Supervisors held public hearings at which time the Board did receive and consider the recommendation of the County Engineer and did hear any and all objections or protests that were raised by the owners of property

within the above described district pertaining to designating this area an overhead utility conversion district,

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

Section 1. Resolution No. 08-7518, an existing resolution passed by this Board of Supervisors on November 18, 2008 that designated areas within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television were to be removed and replaced with underground wires and facilities within said underground district, shall be set aside and replaced with this resolution; and

Section 2. The public interest requires the removal of all existing utility poles (excepting those poles supporting streetlights, traffic signals or trolley lines), overhead wires and associated overhead structures and installation of underground wires and facilities for supplying electric power, communication, or similar associated services within the areas as shown in Exhibit 1, attached hereto, with such area being designated as the Greenville Overhead Utility Conversion District No. 6 pursuant to Title 7, Chapter 2 of the Plumas County Code; and

Section 3. The utility companies, cable television services and other affected services shall commence work on installation of underground facility installation in Greenville Overhead Utility Conversion District No. 6 and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage pre-paid, of the schedule for conversion of all utility service lines; and

Section 4. The electric utility shall use the underground conversion allocation computed pursuant to decisions of the California Public Utilities Commission for the purpose of providing to each premises requiring it in Greenville Overhead Utility Conversion District No. 6 a maximum of one hundred feet of individual electric service trenching and conductor (as well as backfill, paving and conduit, if required) and each other serving utility shall provide service trenching and conductor in accordance with its rules and tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with the County; and

Section 5. The electric utility shall use said underground conversion allowance allocation, up to a maximum amount of \$1500 per service entrance excluding permit fees, for the conversion of electric service panels to accept underground service in the Greenville Overhead Utility Conversion District No. 6, and each property owner shall be financially responsible for any and all costs not covered by the electric utility for the installation and maintenance of the conduit and termination box located on, under or within any structure on the premises served; and

Section 6. Upon notification as specified in Section 2, all property owners in Greenville Overhead Utility Conversion District No. 6 shall have underground electrical entrance facilities installed and inspected pursuant to the County Electrical Code within sixty (60) days and that should any property owner fail to install satisfactory underground electrical entrance facilities by the date specified in the notice, the electric utility shall notify the Director of Public Works who shall, within thirty (30) days direct the electric utility in writing to discontinue electrical service to the property, without recourse, pursuant to Rule 11 until electrical entrance facilities are ready to accept underground electrical conductors and have passed the necessary inspection requirements; and

Section 7. Once all services have been converted from overhead to underground, the utility companies, cable television services and other affected services shall remove all poles (except as specified above) and associated overhead facilities in Greenville Overhead Utilities Conversion District No. 6, by October 31, 2013.

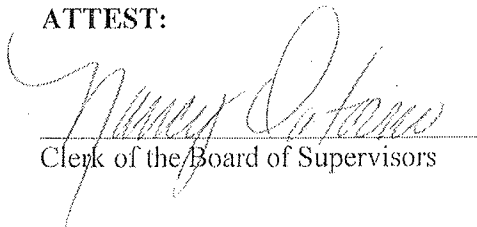
The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 17th day of April, 2012, by the following vote:

AYES: Supervisors SWOFFORD, THRALL, KENNEDY, SIMPSON, MEACHER

NOES: Supervisors: NONE

ABSTAIN: Supervisors: NONE

ATTEST:


Clerk of the Board of Supervisors


Chair, Board of Supervisors

RESOLUTION NO. 08-7518

Establishing Greenville)
Underground District No. 6)

WHEREAS, a hearing was conducted on Tuesday, October 21st, 2008 at the hour of 2 PM in the Supervisors Room, Courthouse, Quincy, California to ascertain whether the public necessity, health, safety, or welfare requires the removal of poles, overhead wire and associated overhead structures and the underground installation of wires and facilities for supplying electric, communication or similar or associated services within that certain area of Greenville, California described as encompassing portions of each side State Route 89 from approximately 200 feet to 800 feet northwest of Main Street and portions of each side of Main Street, from 250 feet to 850 southwest of State Route 89 and from 200 feet to 1050 feet northeast of State Route 89, and

WHEREAS, notice of such hearing has been given to all affected property owners shown on the last equalized assessment roll and utilities concerned in the manner and for the time required by law, and,

WHEREAS, such hearing has been duly and regularly held and all persons interested have been given an opportunity to be heard,

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

1. Pursuant to Title 7, Chapter 2 of the Plumas County Code, the above-described area is hereby declared an underground utility district, and is described as **GREENVILLE UNDERGROUND UTILITY DISTRICT NO. 6** (hereinafter called **District**). Attached hereto and marked *Exhibit A* and hereby incorporated as a part of this resolution is a map delineating the boundaries of said district.

2. This Board does hereby affix August 1, 2012 (subject to the completion of said installation of wires and facilities for supplying electric, communication or similar or associated services within the **District**) as the date on which the affected property owners must be ready to receive underground service, and does hereby order the removal of all poles, overhead wires and associated overhead structures and the installation of wires and facilities for supplying electric, communication or similar or associated services within the **District** on or before August 1, 2012.

3. The County Clerk is hereby instructed to notify all affected utilities and all persons owning real property within the District of the adoption of this resolution within ten days after the date of such adoption. Said County Clerk shall further notify said property owners of the necessity that, if they or any person occupying such property desire to continue to receive electric, communication or other similar or associated services, they or such occupant shall, by the date fixed in this resolution, provide all necessary facility changes on their premises so as to receive such service from the lines of the respective utility or utilities on file with the Public Utilities

Commission of the State of California. Such notification shall be made by mailing a copy of this resolution together with a copy of said Title 7, Chapter 2 of the Plumas County Code to the affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

This Board hereby **FINDS** as follows:


- (a) The undergrounding to be accomplished will avoid or eliminate an unusually heavy concentration of overhead distribution facilities.
- (b) The streets, roads or rights of way in the District are extensively used by the general public and carry a heavy volume of pedestrian or vehicular traffic.
- (c) The said streets, roads and rights of way adjoin or pass through a civic area.
- (d) Property owners are exempt from permit fees for electrical inspections within the project.

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 18th day of November, 2008, by the following vote:

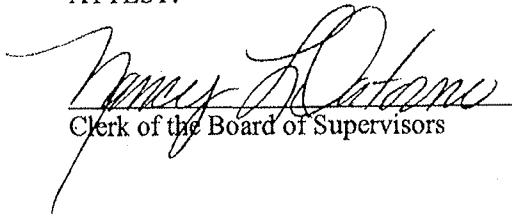
AYES: Supervisors Powers, Thrall, Meacher, Olsen, Comstock

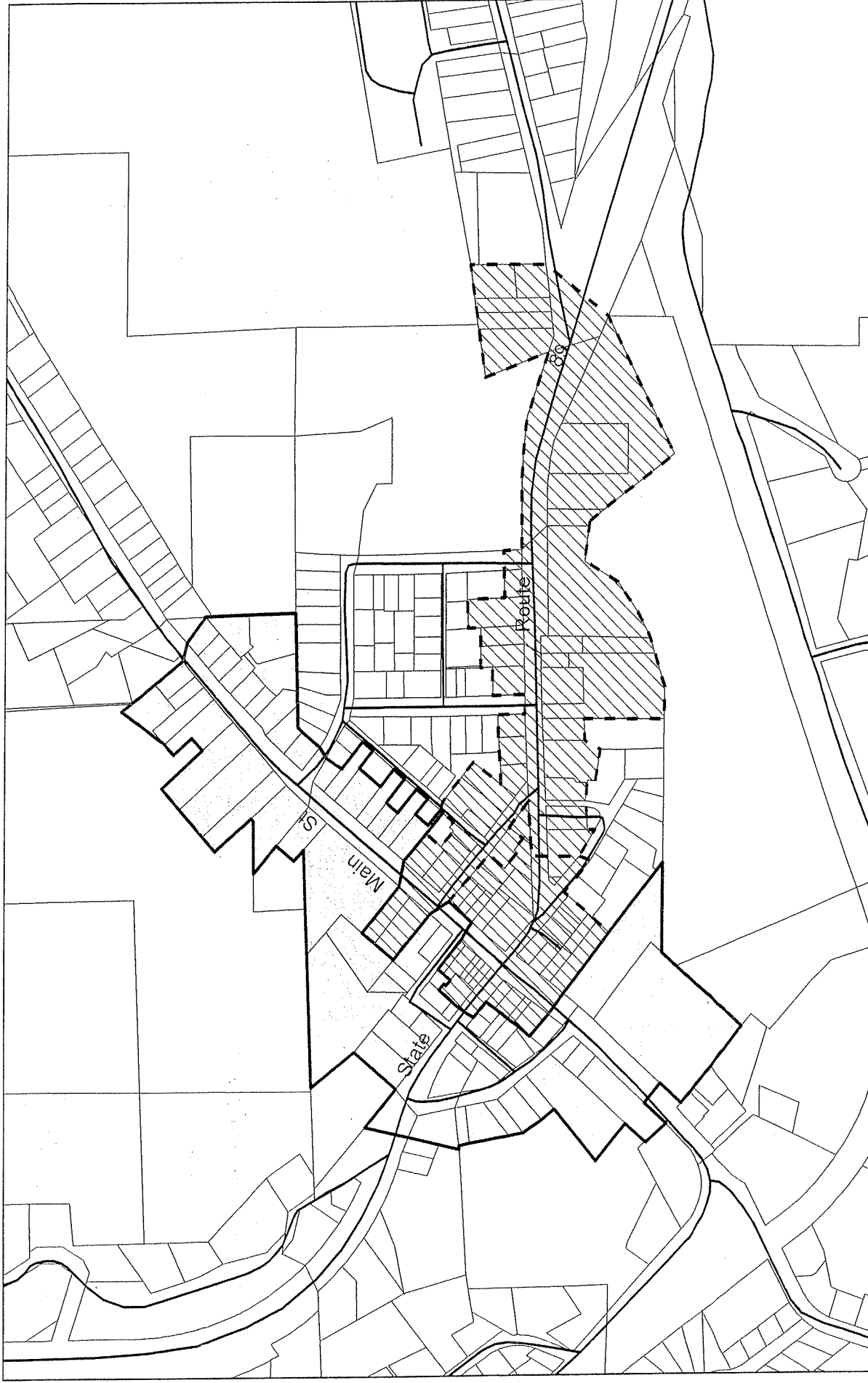
NOES: None

ABSENT: None


Chair, Board of Supervisors

ATTEST:


Clerk of the Board of Supervisors

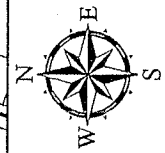


1 inch = 500 feet

Proposed Revision to Rule 20A Boundary Map Greenville Overhead Utility Conversion District No. 6

Legend
 Existing OUCD
OUCD No. 6

Prepared By:
Public Works
May 31, 2013



1 inch = 500 feet

Proposed Revision to Rule 20A Boundary Map

Greenville Overhead Utility

Conversion District No. 6

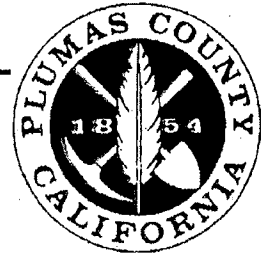
Legend



Prepared By:
Public Works
August 7, 2014

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 EAST MAIN STREET, QUINCY CA 95971 – PHONE (530) 283-6268 FACSIMILE (530) 283-6323
Robert A. Perreault Jr., Director Joe Blackwell, Deputy Director



CERTIFIED MAIL, RETURN RECEIPT NOS.:

7010 2780 0002 4849 1102 (to PG&E)
7010 2780 0002 4849 1096 (to NDB)
7010 2780 0002 4849 1089 (to IVCSD)
7010 2780 0002 4849 1072 (to FC – Elk Grove)
7010 2780 0002 4847 6598 (to FC – Susanville)

August 29, 2014

PG&E
350 Salem Street
Chico, CA 95928
Attn: Aaron Patane
Project Manager

New Day Broadband
9980 W. Flamingo Rd.
Las Vegas, NV 89147

Indian Valley CSD
127 Crescent Street
Greenville, CA 95947
Attn: Jesse Lawson
General Manager
Chief Operator

Frontier Communications
9260 E, Stockton Blvd.
Elk Grove, CA 95624
Attn: Kirby Bernard
Engineering Manager

Frontier Communications
PO Box 110
Susanville, CA 96130
Attn: Mel Gehringer

RE: Proposed Rule 20A Undergrounding Project in Greenville, CA

Dear Utility Representative,

To assure clarity in the administration of the above-referenced project, the Plumas County Board of Supervisors passed a resolution on August 5, 2014 to set a date for a new public hearing to confirm the establishment of a revised underground district in Greenville. The date for this hearing will be September 9, 2014. The creation of such a district requires the removal of overhead poles and wires within the boundaries of the new district by a certain date.

The proposed, revised undergrounding district will extend previously undergrounded facilities along Main Street, west from State Route 89, and along State Route 89 from about 200 feet north of Main Street to the intersection of State Route 89 and Mill Street, and will include the overhead facilities along Mill Street from Main Street to State Route 89, as well as the poles that are located within parcels between Mill Street and State Route 89. This is being proposed to create a safer and more visually attractive corridor for vehicles, pedestrians and cyclists, and is consistent with the ongoing Greenville Streetscape Program. A letter that has been mailed to property owners within the proposed district is enclosed, along with a map of the proposed boundaries.

Letter to Utilities

Proposed Rule 20A Undergrounding Project in Greenville, CA

August 29, 2014

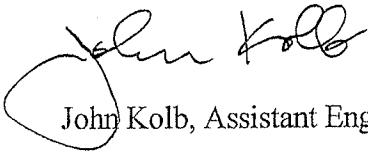
Page 2

At the conclusion of the Public Hearing, the Board of Supervisors will consider and vote whether or not to approve the revised, proposed boundaries.

Since your utility will be affected by the undergrounding project, you are invited to attend the above-mentioned public hearing in the Plumas County Board of Supervisors Room (Room 308), located on the third floor of the County Courthouse at 520 Main Street in Quincy, CA.

Property owners from within the proposed district have been invited to attend the public hearing, and it would be useful if you were in attendance to help answer questions and present information pertinent to your participation in this project.

Sincerely,



John Kolb, Assistant Engineer

Concurrence:



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

Enclosures

cc: Kevin Goss, Supervisor – District 2

PLUMAS COUNTY PUBLIC WORKS DEPARTMENT

1834 EAST MAIN STREET, QUINCY CA 95971 – PHONE (530) 283-6268 FACSIMILE (530) 283-6323
Robert A. Perreault Jr., Director Joe Blackwell, Deputy Director



August 29, 2014

RE: Rule 20A Undergrounding Project in Greenville, CA

Dear Property Owner,

You have been contacted over the past few years regarding a project in Greenville to place overhead utilities – typically power, telephone and TV cable – underground, and to remove the utility poles that currently carry those lines.

Two (2) of the utilities in the project area have identified concerns:

New Day Broadband, which is the TV cable carrier and Frontier Communications, who operates the telephone franchise in your area.

Their concerns are not derived from an unwillingness to participate in the project, but strictly from an economic standpoint on their part. Undergrounding of their utilities will carry a significant cost, and it is not a cost that the 2 utilities are prepared to bear. PG&E makes an allocation of credit on a yearly basis to provide for future undergrounding projects, and over the years, a substantial balance has accrued in Plumas County's account.

This balance has reached a point where we can plan and execute a small project in Greenville. The other utilities do not have such a program, and must either budget for this type of capital expenditure when they learn of a proposed project, or refrain from participation. These are difficult choices for the utility companies, and Public Works staff has been working with the utility companies to find a way to bring this project forward.

Additionally, a final project design cost estimate has indicated that there is a shortfall between the Engineer's Cost Estimate prepared by PG&E and the amount of funding available for this project. Therefore, the scope of work – and the area to be included in the undergrounding district – has been reduced since the last time you were contacted about this project. There will be an additional Public Hearing on this matter, to be conducted by the Plumas County Board of Supervisors.

The Public Hearing is scheduled to be conducted in the Plumas County Courthouse, 520 Main Street, Quincy, CA on September 9, 2014, beginning at 11:30 AM in the Board Chambers (Room 308).

Letter to Property Owners

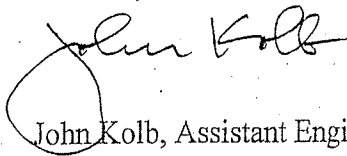
Proposed Rule 20A Undergrounding Project in Greenville, CA

August 29, 2014

Page 2

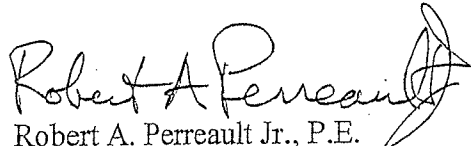
At the Public Hearing, the utility companies that wish to be heard will be given time to present their comments to the Board of Supervisors. You are invited to attend as an affected property owner, and will also be given the opportunity to speak to the Board of Supervisors, if you so desire.

Sincerely,



John Kolb, Assistant Engineer

Concurrence:



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

Property Owners List – March 2013

Greenville Underground Utility District No. 6

APN	Name(s)	Property Address	Mailing Address
110-040-011	Fern Stampfli	202 Mill St	PO Box 326 Greenville, CA 95947V
110-040-012	Fern Stampfli	204 Mill St	PO Box 326 Greenville, CA 95947V
110-040-013	Fern Stampfli	206 Mill St	PO Box 326 Greenville, CA 95947V
110-040-014	Ruth Spear	210 Mill St	29650 Kit Carson Ct. Coarsegold, CA 93614-9620 address no good, dec.
110-040-015	Charles Henry	212 Mill St	PO Box 716 Greenville, CA 95947V
110-040-016	Greenville So. Baptist Church	222 Mill St	PO Box 632 Greenville, CA 95947V
110-040-018	Mark Delizio	128 Main St	PO Box 329 Greenville, CA 95947V
110-040-019	Cy Hall Museum	132 Main St	PO Box 344 Greenville, CA 95947V
110-040-029	Jordan Townsend	118 & 120 Main St	120 Main St. Greenville, CA 95947V
110-051-007	Gerald & Cheryl Whipple	302 Highway 89	PO Box 384 Greenville, CA 95947V
110-061-001	Leaha Almquist & Arnold Phillip	215 Mill St	PO Box 142 Greenville, CA 95947V
110-061-002	County of Plumas	204 NW Ann St	445 Jackson St Quincy, CA 95971V
110-061-003	Bret & Deborah Cook	202 NW Ann St	PO Box 425 Greenville, CA 95947V
110-061-004	Steven & Marilyn Housel	203 Mill St	PO Box 873 Greenville, CA 95947V
110-061-005	Oarn & Eathel Hargraves	213 Mill St	PO Box 697 Greenville, CA 95947V
110-061-006	Gary Strecker	116 NW Ann St	154 Round Vly Rd. Grnville, CA 95947V
110-061-007	Gould Fickhardt	112 NW Ann St	PO Box 206 Greenville, CA 95947V
110-061-013	Sincerity Lodge 132 F & AM	204 Main St	PO Box 637 Greenville, CA 95947V
110-061-014	Sandra Murray Silva	107 Mill St	PO Box 292162 Sacramento, CA 95829V
110-061-015	Josephine Morton	113 Mill St	PO Box 523 Greenville, CA 95947V
110-061-016	Forest Lodge Properties	209 Franklin Alley	PO Box 316 Greenville, CA 95947V
110-061-018	Gould Fickhardt	218 Main St	PO Box 206 Greenville, CA 95947V
110-062-008	Plumas County Town Hall	120 Bidwell St	198 Andy's Way Quincy, CA 95971V
110-062-015	John & Kathlene Fehrman	116 Bidwell St	PO Box 53 Quincy, CA 95971V
110-062-023	Greenville Fire District	121 NW Ann St	(none)
110-062-024	Paul & Jayna Elliott	127 Bidwell St	2903 Pinewood Dr. Sparks, NV 89434V
110-062-025	John Hunter	384 Main St	PO Box 349 Greenville, CA 95947V
110-062-027	John Hunter	400 Main St	PO Box 349 Greenville, CA 95947V
110-062-032	John & Donna Hunter	211 NW Ann St	PO Box 349 Greenville, CA 95947V
110-062-033	John & Donna Hunter	209 NW Ann St	PO Box 349 Greenville, CA 95947V
110-062-034	Robert & Barbara Hunter	203 NW Ann St	1266 Glenn Haven Dr. Chico, CA 95926V
110-110-001	Sandra Murray Silva	125 Main St	PO Box 292162 Sacramento, CA 95829V
110-110-018	Barbara Whipple	201 Main St	PO Box 156 Greenville, CA 95947V

4A

RESOLUTION NO. 14-

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
PROCLAIMING "THE BOOK THIEF" BY MARKUS ZUSAK AS THE BOOK IN
COMMON FOR THE COUNTY OF PLUMAS FOR 2014-2015**

Whereas, the County of Plumas values reading, reflection and action in support of building a sense of community, strengthening literacy and advancing the common good; and

Whereas, the Book in Common's goal is to create a foundation for lifelong learning by understanding oneself and others and to intellectually, critically and emotionally reflect on one's experiences and roles in society; and

Whereas, programs such as the Book in Common enhance the intellectual community, foster dialogue on important social issues, and value the diverse cultural perspectives found in contemporary society; and

Whereas, the Book in Common is designed to create partnerships, discussions and collaborations between Feather River College, Plumas Unified School District and all residents of Plumas County; and

Whereas, Feather River College has selected *The Book Thief* by Markus Zusak as the Book in Common.

Now, Therefore, be it resolved, that the Plumas County Board of Supervisors hereby recognize *The Book Thief* by Markus Zusak as the Book in Common for 2014-2015 and urge all citizens to read, reflect and take action in support of the common good of the community.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, this 9th day of September, 2014 by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board



40

PLUMAS COUNTY PROBATION DEPARTMENT

DAN PRINCE

CHIEF PROBATION OFFICER

270 County Hospital Road, Ste. 128, Quincy, CA 95971
(530) 283-6200 Fax (530) 283-6165

DATE: August 20, 2014

TO: Honorable Board of Supervisors

FROM: Dan Prince, Chief Probation Officer *D Prince*

SUBJECT: Plumas County Community Corrections Partnership Executive Committee – New Member Appointment Recommendation

Recommendation:

Plumas County Community Corrections Partnership respectfully recommends that the County Alcohol and Drug Administrator, Louise Steenkemp, be considered for appointment to their Executive Committee.

Background:

In December of 2013, Mental Health Director Peter Livingston was appointed by the Board of Supervisors to fill the vacant Human Services Agency seat on the Community Corrections Partnership Executive Committee. The CCP Bylaws designate that the seat be filled by a representative from the Department of Alcohol and Drugs, however at that time the Department was not operational. With the recent appointment of Louise Steenkamp as Director of the Department of Alcohol and Drugs, Mr. Livingston has resigned from the CCP Executive Committee so that the membership may return to that set forth in the current CCP Bylaws.

At its August 21, 2014 Meeting, the CCP Executive Committee voted to accept Mr. Livingston's resignation and recommended to the BOS that the Director of Alcohol and Drugs, Louise Steenkamp, be appointed to fill the now vacant seat.



ELLIOTT SMART
DIRECTOR


DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

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

DATE: AUGUST 11, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 2, 2014 - CONSENT
AGENDA

RE: APPROVAL AND AUTHORIZATION TO SIGN TWO CONTRACTS WITH
U.C. DAVIS FOR STAFF TRAINING

It is Recommended that the Board of Supervisors

1. Approve contract CW-2014-26, in the amount of \$11,850, with the University of California, Davis for professional training services to be provided to Department of Social Services, Child Welfare Services staff.
2. Approve contract EW-2014-26, in the amount of \$39,105 with the University of California, Davis for professional training services to be provided to Department of Social Services, Eligibility and Employment and Training staff.
3. Authorize the Director of the Department of Social Services to sign the agreements as the Board's designee.
4. Authorize the Department of Social Services to execute extensions of the agreements for an additional twelve-month period following the conclusion of the current term, subject to the availability of state and federal funding.

Background and Discussion

Each year the Department of Social Services receives an allocation of state and federal funds that are designated specifically for staff development and training. The Department has joined together with other social services departments in the state to form the Inter-County Training Consortium (ICTC). Together, the counties in the consortium utilize their funds to purchase high quality professional training services from the Center for Human Services Training located at U.C. Davis. Although most of the training takes place locally, the agreement also enables us to take advantage of other training opportunities scheduled in neighboring counties that are consortium members.

For training that is scheduled locally, we also have the latitude to include our community partners and others as appropriate. This enables us to use this program as a community resource serving a broader base of human service providers.

The agreements that are enclosed are for training for the Department's Child Welfare Services, Employment and Training, and Eligibility staff. The agreements are for fifteen training days delivered locally.

Financial Impact

The total value of the training under both agreements is \$59,250. The University Extension offsets the normal county share of cost through an in-kind contribution that offsets \$8,295. This yields a net cost to the Department of \$50,955, which is claimable to state and federal funding sources.

An appropriation exists within the approved county budget for the Department of Social Services to pay for this agreement. There is no cost to the County General Fund.

Other Agency Involvement

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

Copies: PCDSS Management Staff (memo only)
Karen Hayden, Staff Services Analyst

Enclosure



UC DAVIS EXTENSION
WEB SITE WWW.EXTENSION.UCDAVIS.EDU

1632 DAVINCI CT
DAVIS, CA 95618-4852

Agreement #CW-2014-26

Training Services Agreement

This Agreement is made this 1st day of July, 2014 by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and PLUMAS COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2014 through June 30, 2015. All courses must be completed by June 30, 2015.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury

a) Per person	\$1,000,000
b) Per accident	\$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

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

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

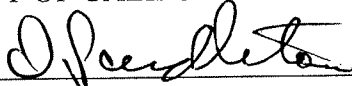
political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By 
Name Dennis Pendleton
Title Dean, UC Davis Extension
Date 7/21/14

PLUMAS COUNTY

By _____
Name _____
Title _____
Date _____

FEIN: 94-6036494

Approved as to form:

, Deputy 8/7/14
COUNTY COUNSEL

EXHIBIT A

TRAINING PROGRAM

1. 4.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$15,800.00
University's in-kind contribution	\$ 3,950.00
User's share of cost	\$11,850.00



UC DAVIS EXTENSION
WEB SITE WWW.EXTENSION.UCDAVIS.EDU

1632 DAVINCI CT
DAVIS, CA 95618-4852

Agreement #EW-2014-26

Training Services Agreement

This Agreement is made this 1st day of July, 2014 by and between The Regents of the University of California ("University"), on behalf of its Davis campus UC Davis Extension and PLUMAS COUNTY ("User").

RECITALS

WHEREAS, University is a public education institution accredited by the Western Association of Schools and Colleges, and has developed a human and social services training program ("Program,") and

WHEREAS, User wishes to obtain major skills training courses for User's personnel who provide related services in fulfillment of their goals and objectives (Exhibit B, if attached);

NOW, THEREFORE, the parties agree as follows:

1. University shall present Program as set forth in Exhibit A.
 - a. Limit on attendance. No more than 30 persons per course session may attend without the prior written approval of the University.
 - b. Reschedule/cancel of class. If User reschedules or cancels any training class within 10 calendar days of start date, User shall pay for all expenses incurred up to the date on which University receives notice of the reschedule or cancellation.
2. Term. The term of this agreement shall be from July 1, 2014 through June 30, 2015. All courses must be completed by June 30, 2015.
3. Termination. Either party may terminate this agreement by giving thirty (30) days' written notice to the other party.
4. Alteration, Amendment. No alteration of the terms of this agreement shall be valid or binding upon either party unless made in writing and signed by both parties. This agreement may be amended at any time by mutual agreement of the parties, expressed in writing and signed by both parties.

5. Fee & Payment. User shall pay University as set forth in Exhibit A. University will invoice User in arrears no more often than monthly for training completed. User shall pay University within thirty days (30) of User's receipt of University invoice. Failure to pay within thirty days may be deemed a material breach of this agreement and good cause for termination.
6. Indemnification. Each party shall defend, indemnify and hold the other party, its officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.
7. Insurance. University is self-insured under California law. University shall maintain this program of self-insurance throughout the term of this Agreement with retentions as follows:
 - a. General Liability (and professional liability) coverage with a per occurrence limit of a minimum of one million dollars (\$1,000,000).
 - b. Auto Liability including non-owned automobiles, with a minimums as follows:
 - 1) Bodily injury

a) Per person	\$1,000,000
b) Per accident	\$1,000,000
 - 2) Property damage \$1,000,000
 - c. Workers Compensation insurance in accordance with California state law.
 - d. Employer's Liability coverage in the amount of one million dollars (\$1,000,000).

If requested by User in writing University shall provide, upon receipt of a fully-executed Agreement, a Certificate of Self-Insurance naming User, its officers, agents, and employees, individually and collectively as additional insured (except for Worker's Compensation Insurance) for services provided under this Agreement.

Coverage shall apply as primary insurance and any other insurance or self-insurance maintained by the User, its officers, agents, and employees should be excess only. This insurance shall not be canceled or changed without a minimum of thirty (30) days advance, written notice given to User.

8. Confidentiality of information about individuals. University agrees to safeguard names and addresses of individuals received through the performance of this agreement in accordance with Welfare and Institution Code Section 10850.
9. Use of University name. User shall not use the name of the University in any form or manner in advertisements, reports or other information released to the public without the prior written approval of University.

10. Relationship of parties. It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the parties.
11. Notice addresses. All notices under this agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

University:

Financial Services
UC Davis Extension
1333 Research Park Drive
Davis, CA 95618

User:

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

Additional University:

Center for Human Services
UC Davis Extension
1632 DaVinci Ct
Davis, CA 95618

Additional County:

(If Applicable)

12. Force majeure. In the event that performance by a party is rendered impossible by reason of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or other causes beyond the reasonable control of that party, performance shall be excused for a period commensurate with the period of impossibility.

University is a land-grant institution with a mission of teaching, research, public service and patient care, and it is required to recover the full cost of providing services to non-University entities such as User, and as a non-profit entity, makes no profit. Therefore, University does not have reserves from which to pay for expenditures made on behalf of User for which it is not reimbursed. In the event of a force majeure, User shall be responsible for payment of all expenses incurred to the point at which University gives or receives notice of the impossibility. If the impossibility becomes permanent, University will make best efforts to cancel or mitigate all outstanding financial commitments, and User shall be responsible for the cost of any remaining obligations.

13. Assignment. This Agreement shall be binding upon the successors and assigns of the parties. Neither party may assign the Agreement without the prior written permission of the other party.
14. Nondiscrimination. University agrees not to discriminate in the provision of service under this agreement on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental handicap; medical condition;

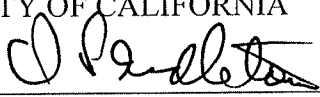
political affiliation; status as a Vietnam-era veteran or disabled veteran; or, within the limits imposed by law or University regulations, because of age or citizenship. University is an affirmative action/equal opportunity employer.

15. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 et seq. and section 87100 relating to conflict of interest of public officers and employees. University represents that it is unaware of any financial or economic interest of any public officer or employee of User relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, User may immediately terminate this Agreement by giving written notice.
16. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Severability of Terms. In the event of any conflict between any provisions of this agreement and any applicable law, rule or regulation, this agreement shall be modified only to the extent necessary to eliminate the conflict and the rest of the agreement shall remain unchanged and in full force and effect.
19. Governing law. The laws of the State of California shall govern this agreement.
20. Integrated agreement. This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

Signature page follows:

IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By 
Name Dennis Pendleton
Title Dean, UC Davis Extension
Date 7/16/14

PLUMAS COUNTY

By _____
Name _____
Title _____
Date _____

FEIN: 94-6036494

Approved as to form:

, Deputy 8/7/14 4
COUNTY COUNSEL

EXHIBIT A

TRAINING PROGRAM

1. 11.00 Unit(s) of training in the subject areas selected by the agency from the UC Davis Extension curriculum.
2. University will provide the following:
 - a. Needs assessment, curriculum planning and implementation.
 - b. Instructional and student services.
 - c. Instructional materials.
 - d. Evaluation and feedback.
 - e. Continuing education credit.
 - f. Off-site training site and audio-visual equipment when on-site facility and equipment are not available. (Extra training units may be charged.)
 - g. Food and non-alcoholic beverages when requested by the User in writing. (Extra training units may be charged.)
 - h. Any other items when requested by the User in writing and approved by University. (Extra training units may be charged.)
3. User will provide the following:
 - a. Training facility and audio-visual equipment.
 - b. On-site coordination of training.

Total cost of training under this agreement is	\$43,450.00
University's in-kind contribution	\$ 4,345.00
User's share of cost	\$39,105.00



ELLIOTT SMART
DIRECTOR


DEPARTMENT OF SOCIAL SERVICES
AND PUBLIC GUARDIAN

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

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

DATE: AUGUST 14, 2014

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR SEPTEMBER 9, 2014, CONSENT AGENDA

RE: AGREEMENT WITH LASSEN COUNTY FOR SUPPORTIVE AND THERAPEUTIC OPTIONS PROGRAM

It is Recommended that the Board of Supervisors

1. Approve and authorize the Director of the Department of Social Services to sign a contract with Lassen County for the Supportive and Therapeutic Options Program.
2. Authorize the Director of Social Services to sign and extension of the agreement following the expiration of the current term subject to the availability of State and Federal funds for this purpose.

Background and Discussion

Supportive and Therapeutic Options (STOP) is a program funded by State and Federal dollars for the purpose of providing therapy and education to specified youth populations. In Plumas County, these funds are used to contract with Lassen County to provide alcohol and drug education for those Plumas County youth who are housed in the Lassen County Juvenile Detention Facility.

Financial Impact

The value of the contract is \$4,700 per year. These are 100% State and Federal funds.

Copies: DSS Management (memo only)

Enclosure

**AGREEMENT BETWEEN
LASSEN COUNTY HEALTH AND SOCIAL SERVICES
AND
LASSEN COUNTY PROBATION
AND
PLUMAS COUNTY**

THIS AGREEMENT is made between the COUNTY OF LASSEN Health and Social Services and Probation Departments, both political subdivisions of the State of California (hereinafter "CONTRACTOR"), and the COUNTY OF PLUMAS, also a political subdivision of the State of California (hereinafter "COUNTY").

This Agreement is made with reference to the following facts and circumstances:

WHEREAS the areas Juvenile Detention Facility is located in Lassen County; and

WHEREAS CONTRACTOR has provided alcohol and drug (AOD) education, assessment, intervention and treatment to Juvenile Detention Facility residents for the past several years; and

WHEREAS COUNTY is willing to purchase AOD services for Plumas residents in the Juvenile Detention Facility; and

WHEREAS COUNTY has the desire to expend Supportive and Therapeutic Options Program (STOP) funding to purchase AOD services; and

WHEREAS CONTRACTOR has the capability and desire to provide services to Plumas County residents residing in the Juvenile Detention Facility, and

WHEREAS the Lassen County Probation Department is committed to continue providing an annual report to Plumas County covering all inter-county reporting requirements.

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

1. SERVICES.

CONTRACTOR shall provide those services described in Attachment "A".

2. TERM.

The term of the agreement shall be for the period of July 1, 2014 through June 30, 2015. Notwithstanding the foregoing, this Agreement may be terminated by either party upon sixty (60) days' written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

3. PAYMENT.

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

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

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

COUNTY shall:

- 4.1 Provide program consultation and technical assistance to CONTRACTOR.
- 4.2 Monitor and evaluate CONTRACTOR's performance, expenditures and service levels for compliance with the terms of this Agreement.
- 4.3 Provide CONTRACTOR with reporting forms and/or formats and time frames for submission of reports.
- 4.4 Review all invoices submitted by CONTRACTOR for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.
- 4.5 Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by CONTRACTOR under this Agreement.

5. ADDITIONAL PROVISIONS.

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

6. GENERAL PROVISIONS.

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

7. DESIGNATED REPRESENTATIVES.

Melody Brawley, Director, Lassen County Health and Social Services is the designated representative of Lassen County and will administer this Agreement for LASSEN. Elliot Smart, Director of Social Services is the authorized representative for Plumas County. Changes in the designated representatives shall occur only by advance written notice to the other party.

8. ATTACHMENTS.

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

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown opposite their respective signatures.

COUNTY
County of Plumas

County Initials
Plumas Co (Juvenile Hall) V.1 13.15

2

Contractor Initials _____

Dated: _____

By: _____
Elliot Smart
Director of Social Services

Dated: _____

By: _____
County Administrative Officer

Approved as to form:

By: Stephen L. Mannedl, Deputy 8/7/14
Craig Settemire
Plumas County Counsel

CONTRACTOR
County of Lassen

Dated: _____

By: _____
Melody Brawley, Director
Health and Social Services

Dated: _____

By: _____
Jennifer Branning
Acting Chief Probation Officer
Health and Social Services

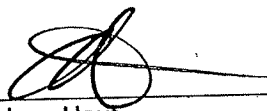
Dated: _____

By: _____
Richard Egan
County Administrative Officer

Approved as to form:

Robert M. Burns
Lassen County Counsel

Dated: 7-1-2014

By: 
Andrew Haut,
Attorney for County Counsel

ATTACHMENT A
AGREEMENT BETWEEN LASSEN COUNTY
AND
PLUMAS COUNTY
SCOPE OF SERVICES

A.1 SCOPE OF SERVICES AND DUTIES.

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- A.1.1 CONTRACTOR will provide Alcohol and Drug education, assessment, and treatment to residents of the Juvenile Detention Facility with a qualified Substance Abuse Counselor.
- A.1.2 CONTRACTOR will provide comprehensive screening of potential participants in alcohol and drug treatment.
- A.1.3 CONTRACTOR shall conduct comprehensive AOD assessments for Plumas County upon request.
- A.1.4 CONTRACTOR will provide group and individual counseling to residents.
- A.1.5 CONTRACTOR will provide communications to referring COUNTY for follow up services when needed.
- A.1.6 CONTRACTOR will provide coordinated and collaborative services with Detention Facility staff, Behavioral Health staff and other service providers as needed.
- A.1.7 CONTRACTOR will track total number of hours of service provided to COUNTY residents and invoice accordingly.

END OF ATTACHMENT "A"

ATTACHMENT B
AGREEMENT BETWEEN LASSEN COUNTY
AND
PLUMAS COUNTY
PAYMENT

B.1 COUNTY shall pay CONTRACTOR as follows:

B.1.1 All CONTRACTOR'S expenses incurred in the Performance hereof, unless otherwise expressly so provided.

B.1.2 Payment is subject to the provisions, requirements, or Conditions of submitting a quarterly invoice.

B.2 Payment Grid.

Scope #	Program/Service Description	Funding Source	Unit Type	Rate	Total # Units	Amount
A.1.	Substance Abuse Worker II	Social Services Realignment Funding Dedicated by Plumas County for the STOP program	Per Hour	\$26.3187	178.58	\$4,700.00
MAXIMUM CONTRACT AMOUNT						\$4,700.00

* Contingent on the availability of funding and approval by the Board of Supervisors.
Any services needed that exceed the Maximum Contact Amount must be authorized by an Amendment executed by both parties.

END OF ATTACHMENT "B"

ATTACHMENT C
AGREEMENT BETWEEN LASSEN COUNTY
AND
PLUMAS COUNTY
ADDITIONAL PROVISIONS

None

END OF ATTACHMENT "C"

ATTACHMENT D
AGREEMENT BETWEEN LASSEN COUNTY
AND
PLUMAS COUNTY

GENERAL PROVISIONS

- D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be: an independent contractor and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in California Government Code sections 6000, et seq., or otherwise. As an independent contractor, the following shall apply:
- D.1.1 CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.
 - D.1.2 CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.
 - D.1.3 CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.
 - D.1.4 CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.
 - D.1.5 CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.
 - D.1.6 CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.
 - D.1.7 COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.
 - D.1.8 CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.
 - D.1.9 CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY any way without the written consent of the COUNTY.

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

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

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

D.5 INSURANCE.

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

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

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

D.5.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars (\$500,000) per occurrence and with not less than Five Hundred Thousand Dollars (\$500,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

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

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

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

- D.5.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.
- D.5.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.
- D.5.6 Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

Elliot Smart, Director
 Plumas County Social Services
 270 County Hospital Road #207
 Quincy, CA 95971

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

- D.5.7 CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.
- D.5.8 COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.
- D.5.9 Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY.

- D.6.1 COUNTY shall indemnify, defend, and hold harmless CONTRACTOR, Lassen County, their officers, employees, and agents against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from COUNTY'S acts or omissions while performing under this Agreement. COUNTY'S obligations under this section cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including COUNTY

and CONTRACTOR officers, employees, and agents) and from damage to or destruction of any property (including COUNTY and CONTRACTOR real and personal property).

- D.6.2 CONTRACTOR shall indemnify and hold harmless COUNTY and their officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from CONTRACTOR'S acts or omissions while performing under this Agreement. COUNTY'S obligations under this section cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from any damage or destruction of any property of CONTRACTOR or persons employed by CONTRACTOR or visiting CONTRACTOR'S site.
- D.7 **CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.
- D.8 **ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.
- D.9 **PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.
- D.10 **STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.
- D.11 **POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.
- D.12 **TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.
- D.13 **TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

- D.13.1 CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, Photostatting, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.
- D.13.2 COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.
- D.13.3 CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.
- D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.
- D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.
- D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.
- D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.
- D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled

to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

- D.19 MINOR AUDITOR REVISION.** In the event the Lassen County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.
- D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.
- D.21.1 Number and Gender.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
- D.21.2 Mandatory and Permissive.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.
- D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.
- D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
- D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.
- D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
- D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
- D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Lassen, State of California.

- D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.
- D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the Government Code, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.
- D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.
- D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.
- D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.
- D.34 CONFLICT OF INTEREST.**
- D.34.1 Legal Compliance.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.
- D.34.2 Advisement.** CONTRACTOR agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.
- D.34.3 Admonition.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:
- The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

- D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.
- D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.
- D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number.
- D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:
- If to "COUNTY":
- Elliot Smart, Director
Plumas County Social Services
270 County Hospital Road #207
Quincy, CA 95971
- If to "CONTRACTOR":
- Melody Brawley, Director
Lassen County Health and Social Services
1445 Paul Bunyan Road
Susanville, CA 96130
- D.39 THIRD PARTY BENEFICIARIES.** This Agreement is made solely and specifically among and for the benefit of the parties to it, the COUNTY and the CONTRACTOR, and their respective successors and assigns, subject to the express provisions of the agreement relating to successors and assigns, and no other person, including any person receiving placement or services facilitated by the Agreement, has or will have any rights, interest, or claims under this Agreement as a third-party beneficiary or otherwise. This Agreement shall not establish any actionable duty of the COUNTY or COUNTY personnel inuring to any third party or to anyone claiming under or on behalf of such a third party.

END OF ATTACHMEN "D"

5c

RESOLUTION NO. 2014-_____
A RESOLUTION AUTHORIZING THE COUNTY CLERK
TO CONDUCT A SPECIAL ALL MAILED BALLOT ELECTION
WITHIN THE BOUNDARIES OF THE WHITEHAWK RANCH
COMMUNITY SERVICE DISTRICT
ON JANUARY 6, 2015

WHEREAS, on August 12, 2014 the Board of Directors of the Whitehawk Ranch Community Service District has requested by Resolution 2014-01, hereto attached as Exhibit "A", that the Plumas County Board of Supervisors authorize the Plumas County Clerk to conduct a special all mailed ballot election on January 6, 2015 for the purpose of placing a Per Parcel Tax to provide for maintenance, repairs, operations and upgrades to the CSD's properties and services.

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

1. The Plumas County Clerk is authorized to conduct a special all mailed ballot election within the boundaries of the Whitehawk Ranch Community Service District, on January 6, 2015, for the purpose of obtaining voter approval by a two-thirds majority vote of the following measure:

" Shall the Whitehawk Ranch Community Service District (CSD) adopt a tax increase of \$200.00 per parcel, commencing 2015, to provide for the maintenance, repairs, operations and upgrades including but not limited to the CSD's properties and services including; swimming pool, tennis courts, community center, gazebo, exercise/maintenance buildings, bocce ball pond area, equestrian center, related parking, burn area, road leading to burn area, RV storage area and approximately one hundred acres of hiking trails and open space requiring defensible space maintenance?"

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

The Plumas County Clerk, Registrar of Voters is authorized to conduct a special all mailed ballot election within the boundaries of the Whitehawk Ranch Community Service District, including preparation and publication of all legal notices, preparation of official ballots, canvassing the returns and taking all other necessary steps required under state and local law in conducting an election. The Plumas County Clerk, Registrar of Voters is authorized to recover expenses for any election service performed, by deposit, advance payment, or reimbursement.

The forgoing resolution was adopted at a regular meeting of the Plumas County Board of Supervisors held on September 2, 2014, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chair of the Board of Supervisors

ATTEST:

Clerk to the Board of Supervisors

EXHIBIT A

WHITEHAWK RANCH COMMUNITY SERVICES DISTRICT

PO Box 12, Clio CA 96106

RESOLUTION 2014-01

A resolution of the Board of Directors of the Whitehawk Ranch Community Service District is requesting the Board of Supervisors authorize the Plumas County Clerk to conduct a Special All-Mailed Ballot Election for voter approval of an annual Per Parcel Tax, to be held January 6, 2015.

WHEREAS, the Whitehawk Ranch Community Service District proposes to adopt a tax increase of \$200.00 per parcel for a total of \$620.00 per residential parcel and \$1,460.00 per commercial parcel, to be collected and apportioned along with the County property taxes for the continued service and maintenance of the Whitehawk Ranch Community Service Districts assets.

WHEREAS, the Board of Directors of the Whitehawk Ranch Community Service District does authorize an election for the per parcel tax increase of \$200.00 stated in the ballot measure below. The County Clerk is authorized to recover expenses for a Special All-Mailed Ballot Election, by advance payment or reimbursement from the Whitehawk Ranch Community Service District.

WHEREAS, the ballot measure submitted to the voters within the Whitehawk Ranch Community Service District shall read as follows: Upon a two-thirds majority vote of, approval, by ballots cast by Whitehawk Ranch registered voters: "Shall the Whitehawk Ranch Community Service District (CSD) adopt a tax

increase of \$200.00 per parcel, commencing 2015, to provide for the maintenance, repairs, operations and upgrades including but not limited to the CSD's properties and services including; swimming pool, tennis courts, community center, gazebo, exercise/maintenance buildings, bocce ball pond area, equestrian center, related parking, burn area, road leading to burn area, RV storage area and approximately one hundred acres of hiking trails and open space requiring defensible space maintenance?"

The foregoing resolution was duly passed and adopted by the Board of Directors of the Whitehawk Ranch Community Service District at a meeting of said Board held on the 12th day of August 2014.

Terri Skutt *yes*

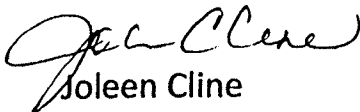
Jerry Crowe *yes*

Kent Stacy *yes*

Laurie McKenzie *absent*

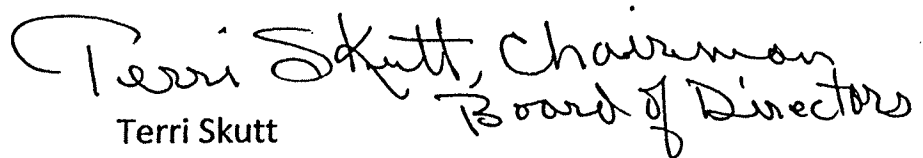
Nancy Warmby *yes*

ATTESTED BY:


Joleen Cline

Administrative Assistant

APPROVED BY:


Terri Skutt

Chairman, Board of Directors



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

5D

Mimi Khin Hall, MPH, CHES, Director

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

Date: September 2, 2014

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Item for September 9, 2014

Item Description/Recommendation: Approve and direct the Chair to sign Agreement Number MAA1415PCG with Public Consulting Group, Inc., to provide Random Moment Survey software system that can be rapidly customized to the final regulations of RMTS as approved by the Federal Government.

History/Background: As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to extend programs and provide services to diverse populations throughout the county.

Copies of the agreements are on file with the Clerk of the Board for your review.

PLUMAS COUNTY LIBRARY

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



Lynn Sheehy
County Librarian

DATE: September 2, 2014

TO: Honorable Board of Supervisors

FROM: Lynn Sheehy, County Librarian

RE: AGENDA ITEM FOR SEPTEMBER 9, 2014

It is recommended that the Board:

Approve the proclamation of September being recognized as Adult Literacy Awareness Month in Plumas County.

Background:

In September, California Library Literacy Services (CLLS) will celebrate 30 years of changing lives for the better through providing services for adults with low literacy skills. The milestone will be marked by celebratory events statewide, supported by a media relations campaign to help raise awareness of the critical role California public libraries play in curbing the negative cycle of low adult literacy, and increase volunteer recruitment to help reduce adult learner waiting lists statewide.

State Librarian, Greg Lucas has requested that the Governor proclaim September 2014 as "Adult Literacy Awareness Month." Plumas County Literacy has been offering opportunities for adults to improve their literacy and language skills for many years and would like to follow the State Librarian's lead by asking the Board to proclaim September as Adult Literacy Awareness Month in Plumas County.

Proclamation

Adult Literacy Awareness Month

Plumas County

Whereas, the growth and stability of our nation is significantly affected by the ability of its citizens to read and write; and

Whereas, there are at least 28 million functionally illiterate adults nationwide, costing the United States \$225 billion (National Assessment of Adult Literacy), and \$230 billion to the country's annual health care costs; and

Whereas, 23 percent of adults in California, 16 years and older, and upwards of 15 percent of Plumas County residents are functionally illiterate; and

Whereas, there is often a correlation between illiteracy and poverty, unemployment and crime; and

Whereas, the Plumas County Library, and its branch libraries through Plumas County Literacy offers opportunities for adults to improve their literacy and language skills to pursue lifelong learning; and

Now, Therefore, Be It Resolved, on behalf of the Plumas County Board of Supervisors, let the month of September be proclaimed as Literacy Awareness Month, and urges all citizens in Plumas County to become aware of the Adult Literacy Education Program offered by the Plumas County Library through Plumas County Literacy.

ENGINEERING DEPARTMENT

555 Main Street • Quincy, CA 95971 • (530) 283-6222 • Fax (530) 283-6134




CONSENT AGENDA REQUEST

for the September 9, 2014 Meeting of the Plumas County Board of Supervisors

Date: September 2, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer 

Subject: American Ridge Subdivision – Approve the Final Map and accept the offer of dedication of Chandler Road and utility easements.

Background and Information:

On June 13, 2007 the Plumas County Zoning Administrator approved the tentative map for the American Ridge subdivision. The developer is Arroyo Quintana, L.L.C., previously known as Soper Wheeler Corporation. The American Ridge subdivision is a division of 40 acres of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 25 north, Range 9 east. This subdivision will create a total of 24 one to two acre residential lots. Liberty Lane is the only paved private road within the subdivision boundary and will be maintained by the homeowners association. Chandler Road is being dedicated in fee for public roadway purposes. Public Utility Easements are also being dedicated.

Domestic water is provided by water wells, which have been previously completed.

Sewage treatment and disposal will be by septic tank and leachfields. Leachfield areas are shown on the Additional Information sheet of the Final Map and the locations were approved by the Plumas County Environmental Health Department on June 2, 2014.

The design engineer submitted Record Drawings of the subdivision improvements on December 17, 2013. Staff from the Public Works and Engineering Departments have inspected the improvements for compliance with the approved plans.

A pro rata payment of \$14,625.32 for improvements to that part of Chandler Road which bisects the subdivision was paid to the Plumas County Public Works Department on June 20, 2014.

Recommendation:

The County Engineer respectfully recommends that the Plumas County Board of Supervisors adopt the following motion in regard to the American Ridge Subdivision:

The final map for the American Ridge subdivision meets the requirements of the Subdivision Map Act and Plumas County ordinances. The Plumas County Board of Supervisors hereby approves:

The final map for the American Ridge Subdivision, and
Accept the offer of dedication of public utility easements, and
Accept the offer of dedication for that portion of Chandler Road that fronts the subdivision for public roadway purposes.

ENGINEERING DEPARTMENT

555 Main Street • Quincy, CA 95971 • (530) 283-6222 • Fax (530) 283-6134
Robert A. Perreault Jr., Plumas County Engineer



To: Bob Perreault, Plumas County Engineer
From: Mike Kroencke, Plumas County Engineering Department
Subject: Final Map Approval – American Ridge Subdivision
Date: September 2, 2014

Background and Information:

On June 13, 2007 the Plumas County Zoning Administrator approved the tentative map for the American Ridge subdivision. The developer is Arroyo Quintana, L.L.C., previously known as Soper Wheeler Corporation. The American Ridge subdivision is a division of 40 acres of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 35, Township 25 north, Range 9 east. This subdivision will create a total of 24 one to two acre residential lots. Liberty Lane is the only paved private road within the subdivision boundary and will be maintained by the homeowners association. Chandler Road is being dedicated in fee for public roadway purposes. Public Utility Easements are also being dedicated.

Domestic water is provided by water wells, which have been previously completed.

Sewage treatment and disposal will be by septic tank and leachfields. Leachfield areas are shown on the Additional Information sheet of the Final Map and this was approved by the Plumas County Environmental Health Department on June 2, 2014.

The design engineer submitted Record Drawings of the subdivision improvements on December 17, 2013. Staff from the Public Works and Engineering Departments have inspected the improvements for compliance with the approved plans.

A pro rata payment of \$14,625.32 for improvements to that part of Chandler Road which bisects the subdivision was paid to the Plumas County Public Works Department on June 20, 2014.

The Plumas County Surveyor, and the Plumas County Tax Collector have signed the map.

Recommendation:

The final map for the American Ridge subdivision meets the requirements of the Subdivision Map Act and Plumas County ordinances. I recommend the Plumas County Board of Supervisors approve the final map for American Ridge Subdivision and accept the offer of dedication of public utility easements and Chandler Road for public roadway purposes.

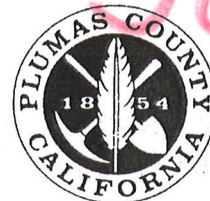
Please place this item on the Plumas County Board of Supervisors consent agenda for September 2, 2014.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Facsimile (530) 283-6323

Robert A. Perreault, Jr., P.E., Director

Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the September 9, 2014 meeting of the Plumas County Board of Supervisors

September 2, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Authorize the Road Commissioner to design and construct highway improvements to County roads by force account at three (3) separate locations in Plumas County.

Background:

State Transportation Improvement Program (STIP) funding has been allocated to the County to repair and preserve pavements to streets within Greenville and to Clifford Drive and Big Cove Road on the Almanor Peninsula.

Department of Public Works is fully capable of performing the labor and providing the equipment necessary to complete the work. The hot mix asphalt will be purchased under the Annual Asphalt Materials Contract to be advertised and awarded in spring of 2015. Historically, the purchase of hot mix asphalt materials comprise 65% of a pavement rehabilitation project's costs.

Attached is a copy of Page 1 from the California Transportation Commission's (CTC's) "Financial Vote List", for reference.

The projects are:

Greenville Streets (Grand, Jessie, Pine, Mill Streets) Pavement Rehabilitation	\$750,000
Big Cove Road Pavement Rehabilitation	\$410,000
Clifford Drive Pavement Rehabilitation	\$905,000

County Counsel has reviewed and approved as to form.

Recommendation:

Public Works staff respectfully recommends that the Board of Supervisors authorize the Chair to sign the attached three (3) Resolutions

2.5 Highway Financial Matters

Project # Allocation Amount Recipient RTPA/CTC District-County	Project Title Location Project Description	PPNO Program/Year Phase Prgm'd Amount Project ID	Budget Year Item # Fund Type Program Code	Amount by Fund Type
2.5c.(3a) Locally Administered STIP Projects off the State Highway System				Resolution FP-13-45
1 \$410,000 Plumas County Plumas CTC 02-Plumas	Big Cove Road Rehabilitation. Near Chester, on Big Cove Road from Clifford Drive to Peninsula Drive. Rehabilitate roadway. <u>Outcome/Output:</u> Rehabilitate approximately 1.76 lane miles per the County's plan for pavement rehabilitation for Almanor Peninsula roadways.	02-2250 RIP/13-14 CONST \$410,000 0212000006	2012-13 101-0042 SHA 20.30.600.621	\$410,000
2 \$905,000 Plumas County Plumas CTC 02-Plumas	Clifford Drive Rehabilitation. Near Chester, on Clifford Drive from A13 to the Lake Almanor Country Club entrance gate. Rehabilitate roadway. <u>Outcome/Output:</u> Rehabilitate approximately 5.04 lane miles per the County's plan for pavement rehabilitation for Almanor Peninsula roadways.	02-2251 RIP/13-14 CONST \$905,000 0214000085	2012-13 101-0042 SHA 20.30.600.621	\$905,000
3 \$750,000 Plumas County Plumas CTC 02-Plumas	Greenville Pavement Rehabilitation. In downtown Greenville, at various locations. Roadway rehabilitation. <u>Outcome/Output:</u> Rehabilitate approximately 3.04 lane miles per the County's plan for pavement rehabilitation for Greenville Streets.	02-2342 RIP/13-14 CONST \$750,000 0200000395	2012-13 101-0042 SHA 20.30.600.621	\$750,000
4 \$1,419,000 Mono County Mono LTC 09-Mono	Chalfant Streets Rehabilitation. In Chalfant, near Bishop. Roadway rehabilitation. <u>Outcome/Output:</u> Rehabilitate and extend the useful life of 5.5 miles of deteriorated 12-foot wide roadways.	09-2563 RIP/13-14 CONST \$1,419,000 0912000067	2012-13 101-0042 SHA 20.30.600.621	\$1,419,000
5 \$2,149,000 Mariposa County Mariposa LTC 10-Mariposa	Mt. Bullion Cutoff Road Rehabilitation Phase 2. Near the town of Mariposa, on Mt. Bullion Cutoff Road, from Route 140 to 1.1 miles west of Route 49. Roadway rehabilitation. (Time extension for FY 12-13 CON expires on June 30, 2014.) <u>Outcome/Output:</u> Reconstruct the road surface of approximately 4 lane miles of Mt. Bullion Cutoff according to the Mariposa Rehabilitation Plan.	10-0209B RIP/12-13 CONST \$2,149,000 1013000080	2012-13 101-0042 SHA 20.30.600.621	\$2,149,000

RESOLUTION NO. 14-_____

**RESOLUTION OF THE PLUMAS COUNTY
BOARD OF SUPERVISORS AUTHORIZING
PAVEMENT REHABILITATION OF GREENVILLE STREETS (GRAND, PINE,
JESSIE, AND MILL STREETS) IN GREENVILLE**

WHEREAS, Plumas County has sought and received approval by the California Transportation Commission to fund the pavement repairs and overlay of County streets in the unincorporated community of Greenville, for the sum of \$750,000, and

WHEREAS, Section 20395(c) Public Contract Code allows the Board of Supervisors to authorize the Road Commissioner to have any work performed by day labor, in which case advertising for bids is not required, and

WHEREAS, the contract for supplying hot mix asphalt is advertised and awarded annually prior to the start of construction season, and

WHEREAS, the Road Department is fully capable of installing the hot mix asphalt, and

WHEREAS, the State of California funds that are allocated for this project will provide the necessary revenue to fund the pavement repairs and overlay of County streets in the unincorporated community of Greenville.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the Road Commissioner is hereby authorized to proceed with this project under the terms of Section 20395(c) of the Public Contract Code.

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 - _____, 2014, by the following vote:

AYES: SUPERSVISORS:

NOES: SUPERSVISORS:

ABSTAIN/ABSENT: SUPERSVISORS:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

RESOLUTION NO. 14-____

**RESOLUTION OF THE PLUMAS COUNTY
BOARD OF SUPERVISORS AUTHORIZING
PAVEMENT REHABILITATION OF BIG COVE ROAD NEAR LAKE ALMANOR**

WHEREAS, Plumas County has sought and received approval by the California Transportation Commission to fund the pavement repairs and overlay of Big Cove Road located near Lake Almanor, for the sum of \$410,000, and

WHEREAS, Section 20395(c) Public Contract Code allows the Board of Supervisors to authorize the Road Commissioner to have any work performed by day labor, in which case advertising for bids is not required, and

WHEREAS, the contract for supplying hot mix asphalt is advertised and awarded annually prior to the start of construction season, and

WHEREAS, the Road Department is fully capable of installing the hot mix asphalt, and

WHEREAS, the State of California funds that are allocated for this project will provide the necessary revenue to fund the pavement repairs and overlay of Big Cove Road located near Lake Almanor.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the Road Commissioner is hereby authorized to proceed with this project under the terms of Section 20395(c) of the Public Contract Code.

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 - _____, 2014, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

RESOLUTION NO. 14-____

**RESOLUTION OF THE PLUMAS COUNTY
BOARD OF SUPERVISORS AUTHORIZING
PAVEMENT REHABILITATION OF CLIFFORD DRIVE NEAR LAKE ALMANOR**

WHEREAS, Plumas County has sought and received approval by the California Transportation Commission to fund the pavement repairs and overlay of Clifford Drive located near Lake Almanor, for the sum of \$905,000, and

WHEREAS, Section 20395(c) Public Contract Code allows the Board of Supervisors to authorize the Road Commissioner to have any work performed by day labor, in which case advertising for bids is not required, and

WHEREAS, the contract for supplying hot mix asphalt is advertised and awarded annually prior to the start of construction season, and

WHEREAS, the Road Department is fully capable of installing the hot mix asphalt, and

WHEREAS, the State of California funds that are allocated for this project will provide the necessary revenue to fund the pavement repairs and overlay of Clifford Drive located near Lake Almanor.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that the Road Commissioner is hereby authorized to proceed with this project under the terms of Section 20395(c) of the Public Contract Code.

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 - _____, 2014, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

Chair, Board of Supervisors

ATTEST:

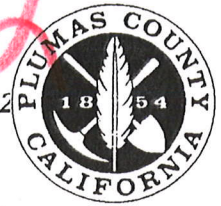
Clerk of the Board of Supervisors

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Fax (530) 283-6322

Robert A. Perreault, Jr., P.E., Director

Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the September 9, 2014 meeting of the Plumas County Board of Supervisors

September 2, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: To Request Authorization for approval of Amendment No. 6 of the On-Call Construction Engineering Services Contract with Harris & Associates for \$58,900 to provide construction inspection on the County Route A15 (Portola-McCleers Road) Guardrail Upgrades Project, Department of Public Works - Work Order #134)

Background:

The Department of Public Works will be advertising a contract for construction of guardrail, hot mix asphalt overlay (HMA) and a culvert extension on County Route A15 (Portola-McCleers Road) near Portola. The federally-funded project consists of constructing metal beam guard railing, cold planing existing asphalt concrete, placing HMA (¾" Type A, PG 64-28) and extending one 48" diameter culvert. The work extends over three different locations on A15 between State Route 89 in Mohawk Valley and the southern boundary of the City of Portola.

The proposed improvement of this roadway is funded through the High Risk Rural Roads program to provide safety improvements. The HRRRL program covers 90% of all project costs. The project is currently budgeted the Department's FY 14/15 construction projects' budget under Work Order #134.

Recommendations:

The Department of Public Works respectfully requests authorization for the Director of Public Works and the for Chair of the Board to execute the Amendment No. 6 Subject to approval as to form by County Counsel.

Attachment



OFFICE OF THE

COUNTY COUNSEL
COUNTY OF PLUMAS

Courthouse - 520 Main St., Room 301
Quincy, California 95971-9115

Phone: (530) 283-6240
Fax: (530) 283-6116

REQUEST FOR COUNTY COUNSEL SERVICES

Resubmittal (check one): ☐ Yes ☒ No

Date: 08/26/2014

If Yes: County Counsel Log No. _____

Department: Public Works

Phone: (530) 283-6498

Name: John Mannle

Email: johnmannle@countyofplumas.ca.gov

mm/dd/yyyy
Su M Tu W Th F
Date

PURPOSE OF SUBMITTAL (check one below):

- ☐ Contract Review (*Complete Part A*)
☐ Other Review (grant, RFP, etc.)
☐ Draft Legal Document(s)
☐ Claim/Litigation

- ☐ Request for Legal Opinion
☐ Public Records Request
☐ Response to Subpoena
☒ Other (please describe below)
Task order for On-call CE Contract

Deadline for Request/Review: 09/09/2014

(Standard response time is ten days)

PART A: FOR CONTRACTS ONLY:

1. Name of Counterparty/Vendor: _____

2. Business Form of Counterparty/Vendor (check one below):

- ☐ Individual
☐ General Partnership (GP)
☐ Corporation

- ☐ Government Entity
☐ Limited Partnership (LP or LLP)
☐ Limited Liability Company (LLC)

State of Incorporation: _____

State of Formation: _____

3. Term of Contract: _____

If longer than one (1) year, please explain why: _____

4. Purpose of Contract: _____

PART B: FOR NON-CONTRACT SUBMISSIONS:

Please summarize your request (attach memo if needed):

We are requesting your approval as to form for a task order the on-call laboratory services and materials testing contract. This is Amendment #6 to base contract with Harris & Associates PWRD-11-0010 which was extended an additional three years. Draft Agenda Request for BOD 9/9/14 meeting attached.

County Counsel Use Only:

Log No.: _____

Attorney Assigned: _____

Date Received: _____

Date Closed: _____

AMENDMENT NO. 6
to the
PROFESSIONAL SERVICES AGREEMENT

**Construction Engineering Services for
Highway Improvement Projects in
Plumas County, California**

The June 16, 2010 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and HARRIS & ASSOCIATES ("Consultant"), is hereby amended on _____, 2014 as follows:

The "County" has identified the need for professional services on the following project:

**PROJECT: County Route A15 (Portola-McCleers Road) Guardrail Upgrades
Department of Public Works - Work Order #134)**

Project Background

The Department of Public Works will be advertising a contract for construction of guardrail, hot mix asphalt overlay (HMA) and a culvert extension on County Route A15 (Portola-McCleers Road near Portola. The federally-funded project consists of constructing metal beam guard railing, cold planing existing asphalt concrete, placing HMA (¾" Type A, PG 64-28) and extending one 48" diameter culvert. The work extends over three different locations on A15 between State Route 89 in Mohawk Valley and the southern boundary of the City of Portola.

Scope of Work

Provide the necessary construction engineering services including inspection and oversight of construction performed under the federal-aid construction contract for the **County Route A15 (Portola-McCleers Road) Guardrail Upgrades** project, County Work Order #134) per the June 23, 2010 PROFESSIONAL SERVICES AGREEMENT, per the project's approved plans and specifications and contract, the approved Quality Assurance Program (QAP) and the Caltrans Construction Manual.

Compensation

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached to the June 23, 2010 Professional Services Agreement first referenced above. Consultant's compensation shall in no case exceed Fifty-eight Thousand Dollars Nine Hundred Dollars and No Cents (\$58,900). Certified payroll shall be submitted for staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

Project Schedule

The Consultant shall commence services within five (5) working days of full execution of this Amendment No. 6. The Consultant shall complete the work in accordance with the construction contract and approved plans and specifications thereafter.

Other Contract Provisions

Effective with Amendment No. 4, the authorized officer for the June 23, 2010 Professional Services Agreement for Harris & Associates will be: Christopher Dunne, Vice President. All other contract provisions set forth in the June 23, 2010 Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS

A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:

County Counsel

Date: _____

AGREED TO BY: (not required if under \$3,000)

Chair, Plumas County Board of Supervisors

Date: _____

CONSULTANT
HARRIS & ASSOCIATES

Signature
Christopher Dunne, Vice President

Date: _____

94-2385238
Harris & Associates Taxpayer ID Number



Harris & Associates

August 26, 2014

John Mannle, P.E.
Associate Engineer & Transportation Planner
Plumas County Dept. of Public Works
1834 East Main Street
Quincy, CA 95971

RE: *Construction Management Services Cost Estimate for Plumas County
County Route A15 (County Road #114) Construction Project*

Dear Mr. Mannle:

Harris & Associates is pleased to provide construction management services for the Plumas County (County Road A15) Construction Project. Please find attached our estimated cost for providing Construction Management Services for this project. I have also enclosed our scope of services and anticipated construction schedule for your review.

Please feel free to contact me at (775) 841- 2225 with any questions or if you need any additional information.

Sincerely,

Peter R. Booth, PE (NV)
Director, Transportation
Senior Project Manager
pbooth@Harris-Assoc.com

Enclosure: Scope of Services



Harris & Associates

SCOPE OF SERVICES

This scope of services is meant to provide the County of Plumas with Construction Management and Construction Inspection Services for the County Route A15 (County Road #114) (Project). Services include:

Exhibit A- Work Plan Matrix		
<i>Task</i>	<i>Our Approach</i>	<i>Deliverable</i>
1.0 Construction Management Services		
1.1 Construction Management (Minimal-time)	The Harris Project Manager (PM) will oversee the inspection activities of the Harris Inspector and coordinate with the County staff regarding high level project progress, issues and billings. The Harris PM will attend the pre-construction meeting and visit the site to check on inspection quality ensuring the County's needs are met.	Construction Management Services
1.2 Construction Inspection (Full-time)	The Harris Construction Inspector (CI) will be present full-time to ensure compliance with contract documents and to ensure that material testing is performed as required. The CI will also attend pre-construction and progress meetings and review/address site conditions. The CI will track/document work items included in the contract, as well as brief the County staff on the status of the project and issues which arise.	Construction Inspection Services

Plumas County
County Route A15 (County Road #114) Project
Anticipated Project Schedule

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Harris & Associates
Manpower- Fee Estimate by Month
Construction Management Services

County of Plumas - County Route A15 (County Road #114) Construction Project									
Level of Effort and Fee Estimate									
Project Team	2013			2014			Total Hours	Hourly Rate	Total
	Sep-13	Oct-13	Nov-13	Apr-14	May-14	Jun-14			
Project Manager Peter Booth or approved equal	16	8	0	0	8	8	40	\$200.00	\$8,000
Senior Inspector (Prevailing Wage) Bob Beckwith or approved equal	8	160	0	0	82	0	250	\$170.00	\$42,500
Senior Inspector (Prevailing Wage Overtime) Bob Beckwith or approved equal	0	25	0	0	15	0	40	\$210.00	\$8,400
							Subtotal		\$58,900.00
								Total	\$58,900

Assumptions:

1. Proposal assumes 35 working days for construction with construction starting September 29, 2014 (35 WD, 5 weather days).
2. Proposal schedule assumes - project starting Sept 29, 2014, shut down Nov. 1, 2013, resumption May 4, 2015 & project completion May 29, 2015.
3. Proposal assumes 1 working days for project visit, client visit and pre-construction work activities for both Inspector and CM in September 2013.
4. Proposal assumes 2 and 1 working days for interim wrap-up by Inspector and PM respectively in November 2014.
5. Proposal assumes 2 and 1 working days for re-start-up by Inspector and PM respectively in April 2014.
6. Proposal assumes 3 and 1 working days for final wrap-up by Inspector and PM respectively at end of May 2015.
7. Above hourly rates include all overhead, fringe, profit, small hand tools, safety gear, and operated vehicle, unless otherwise noted.
8. This budget anticipates some Overtime by Inspection staff.
9. Overtime hours, if necessary will be worked as dictated by the contractor's schedule and will be pre-authorized in advance if in excess of the amount shown.
10. Any inspection requiring additional Overtime may increase the inspection budget and may require an amendment.

2014 Amended
Rate Schedule

PWRD 11-0010

**EXHIBIT B
FEE SCHEDULE**

The Fee Schedule below is in effect as of the effective date of this contract:

The County and the Consultant may mutually agree to adjust the Fee Schedule no more than once each twelve (12) months from the effective date of this contract.

The Fee Schedule in effect at the time of issuance of a work order amendment will be the Fee Schedule for the amendment at the time it is fully executed.

Harris & Associates -:

Effective January 1 - December 31, 2014:

2014 HOURLY RATE

Individual rates:

Bob Beckwith	Technician	\$120
Bob Beckwith	Inspector (Prevailing Wage)*	\$170

If additional staff is needed the rates are as follows:

Project Directors	\$210-240
Project Managers	150-210
Construction Managers	125-220
Resident Engineers	120-180
Construction Engineers	110-200
Scheduling Engineers	110-190
Cost Engineers	110-190
Inspectors (Prevailing Wage)*	160-180
Technicians	90-160
Administration	75-100

Notes: Rates are subject to adjustment due to promotions during the effective period of this schedule. A new rate schedule will become effective January 1, 2015 and on the 1st of January every year thereafter. Unless otherwise indicated in the cost proposal, hourly rates include most direct costs such as: vehicle (auto, SUV, pickup), travel, equipment, computers, communications and reproduction (except large quantities such as construction documents for bidding purposes). All subconsultant charges are subject to a 10% markup.

*Inspectors working in the State of California are subject to the Prevailing Wage Rates established for that area.

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 – Fax (530) 283-6323

Robert A. Perreault, Jr., P.E., Director Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the September 9, 2014 meeting of the Plumas County Board of Supervisors

September 2, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: To Request Authorization for approval of Amendment No. 6 of the On-Call Laboratory Services Contract with Construction Materials Engineers, Inc. for \$17,489 to provide material testing on the County Route A15 (Portola-McCleers Road) Guardrail Upgrades Project, Department of Public Works - Work Order #134)

Background:

The Department of Public Works will be advertising a contract for construction of guardrail, hot mix asphalt overlay (HMA) and a culvert extension on County Route A15 (Portola-McCleers Road) near Portola. The federally-funded project consists of constructing metal beam guard railing, cold planing existing asphalt concrete, placing HMA (¾" Type A, PG 64-28) and extending one 48" diameter culvert. The work extends over three different locations on A15 between State Route 89 in Mohawk Valley and the southern boundary of the City of Portola.

The proposed improvement of this roadway is funded through the High Risk Rural Roads program to provide safety improvements. The HRRRL program covers 90% of all project costs. The project is currently budgeted the Department's FY 14/15 construction projects' budget under Work Order #134.

The proposed Amendment No. 6 has been approved as to form by Deputy County Counsel.

Recommendations:

The Department of Public Works respectfully requests authorization for the Director of Public Works and the Chair of the Board to execute Amendment No. 6.

Attachment

AMENDMENT NO. 6
to the
PROFESSIONAL SERVICES AGREEMENT

**Construction Engineering Services for
Highway Improvement Projects in
Plumas County, California**

The June 23, 2010 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and CONSTRUCTION MATERIALS ENGINEERS, INC. ("Consultant"), is hereby amended on September 9, 2014 as follows:

The "County" has identified the need for professional services on the following project:

**PROJECT: County Route A15 (Portola-McClears Road) Guardrail Upgrades
Department of Public Works - Work Order #134)**

Project Background

The Department of Public Works will be advertising a contract for construction of guardrail, hot mix asphalt overlay (HMA) and a culvert extension on County Route A15 (Portola-McClears Road near Portola. The federally-funded project consists of constructing metal beam guard railing, cold planing existing asphalt concrete, placing HMA (¾" Type A, PG 64-28) and extending one 48" diameter culvert. The work extends over three different locations on A15 between State Route 89 in Mohawk Valley and the southern boundary of the City of Portola.

Scope of Work

Provide the necessary construction engineering services per the June 23, 2010 PROFESSIONAL SERVICES AGREEMENT, per the project's approved plans and specifications and contract, the approved Quality Assurance Program (QAP) and the Caltrans Construction Manual.

Perform acceptance testing, prepare letter reports and test results for all acceptance tests required for the project per the project's Plans and Specifications and the Quality Assurance Program (QAP). Coordinate with Caltrans' METS for any necessary certification of samplers, testers and laboratories for compliance with the Independent Assurance Program.

Compensation

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached to the June 23, 2010 Professional Services Agreement first referenced above. Consultant's compensation shall in no case exceed Seventeen Thousand Four Hundred Eighty-Nine Dollars and No Cents (\$17,489.00).

Project Schedule

The Consultant shall commence services within five (5) working days of full execution of this Amendment No. 6. The Consultant shall complete the work in accordance with the construction contract and approved plans and specifications thereafter.

Other Contract Provisions

All other contract provisions set forth in the June 23, 2010 Professional Services Agreement as referenced above and as amended under Amendment 5 remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 6 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS

A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:

Stephen I. Marshall, Deputy
County Counsel

Date: 8/26/14

AGREED TO BY: (not required if under \$3,000)

Chair, Plumas County Board of Supervisors

Date: _____

CONSULTANT
CONSTRUCTION MATERIALS ENGINEERS, INC.

Signature
Martin N. Crew, P.E., President

Date: _____

26-4757154
Taxpayer ID Number

564

PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

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Robert A. Perreault, Jr., P.E., Director Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the September 9, 2014 meeting of the Board of Supervisors

August 29, 2014

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: Request Exemption from the 60-day limit for Extra Help at La Porte

Background:

The Road Department hires extra help during the summer months. There is adequate work load and budget to fund this extra help position beyond the 60 day limit.

Recommendation:

Public Works respectfully recommends the Board of Supervisors approve an exemption to allow the current Road Department Extra Help Employee to remain on the payroll for up to an additional 90 days as determined by the Director of Public Works.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
PLUMAS SUPERIOR COURT
AND THE
COUNTY OF PLUMAS
2014/2015 FISCAL YEAR**

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PARTIES

Plumas Superior Court (hereinafter "Court") and the County of Plumas (hereinafter "County") agree to be bound by the terms and conditions of this Memorandum of Understanding (hereinafter "MOU"). The purpose of this MOU is to implement to the provisions of the Lockyer-Isenberg Trial Court Funding Act of 1997 (AB233).

PREAMBLE/GENERAL GUIDELINES

Assembly Bill 233 (Chapter 850, Statutes of 1997) became effective January 1, 1998, retroactive to July 1, 1997. AB233 recognizes the necessity to provide fiscal independence to the Courts as a constitutionally separate branch of government, while at the same time relieving the County of the financial responsibility of funding trial court operations as defined by California Rules of Court, Rule 10.810.

Because of the long-standing relationship between the County and the Court, it is recognized that issues beyond day-to-day Court operations will have to be resolved over time. The basis of this MOU is to articulate the relationship between the County and the Court regarding the matters addressed herein. It is the intention of the County and the Court that this implementation process will be conducted in a spirit of cooperation and mutual respect.

Though the enactment of the Lockyer-Isenberg Trial Court Funding Act of 1997 created a new relationship regarding certain funding issues, it did not resolve all financial constraints placed on the County and the Court regarding their respective operations. Furthermore, the Act was not intended to sever the interdependent relationship between the County and the Court and the need for the County and the Court to work together on many issues that may involve both entities. The primary purpose of this MOU is to establish a framework for the County and the Court to address, in a positive and constructive manner, the financial and interdependent issues affecting both parties and the need for better cooperation between the County and the Court to continue to successfully carry out their respective obligations to the Plumas County citizens.

The Court and the County base this MOU on the laws in existence on the date of its implementation. Because the full degree of State involvement in Court operations has not yet been fully addressed, these laws are expected to be amended from time to time as circumstances dictate, and unanticipated events may occur that have not been addressed in this MOU.

If and when those amendments and/or events occur, the parties commit to further negotiation to promptly address the impacts of any such amendments and/or events so that these impacts are resolved in a manner that is fair and reasonable to both parties and does not in any, way, shape, manner or form undermine the primary purpose of this MOU.

This MOU is intended to be fair, mutually beneficial and equitable to both parties. To the extent that it realizes this intent, it shall serve as a framework for future agreements between the Court and the County. To the extent that this MOU does not achieve this intent, the parties express their joint willingness to revisit the terms of this MOU to determine if the MOU can be amended so as to result in greater fairness, mutual benefits and equitable terms to both parties.

NOW, THEREFORE, in consideration of the foregoing, it is mutually agreed between the Court and the County as follows:

1. TRIAL COURT OPERATIONS FUND

- 1.1 Pursuant to Government Code §77009, the County has established a trust and agency fund for Trial Court Operations (Fund 7001).
- 1.2 Fund 7001 is not an operating fund of the County.
- 1.3 For fiscal year 2014/2015, interest received by the County, which is attributable to investment of Court funds, shall accrue to the designated Court Fund 7001.

2. CHARGES FOR COUNTY PROVIDED SERVICES

- 2.1 Pursuant to Government Code § 71009 et seq., the County may charge the Court for services provided by the County, including indirect costs; if allowed under Rule 10.810 and Government Code § 77003. Charges assessed to the Court for these County-provided services will be consistent with the rates charged to other County departments and special districts for the same or similar services. All charges to the Court by County must be approved and signed off by the Presiding Judge, or his or her designee, before a transfer of funds is completed. Payment for County-provided services will not be unreasonably withheld by the Court.

The County and the Court agreed in the 1999/00 Memorandum of Understanding between the Plumas Superior Court and the County of Plumas, entered into on June 20, 2000, that fiscal year 1999/2000 would be the last fiscal year in which the County could charge the Court for County-provided services using the costs contained in the County-Wide Cost Allocation Plan (COWCAP), prepared in accordance with OMB A-87 (indirect charges).

- 2.2 Direct Charges. Direct charges include the costs of direct services that County departments provide to the Court. These goods and services reflect current charges, unlike the lagging costs of indirect services reflected in the Cost Allocation Plan. The Court agrees to pay to County the following maximum amounts indirect charges for fiscal year 2014/2015, and County shall provide Court, consistent with at least the level of services provided in the 2013/2014 fiscal year, or as otherwise detailed in the service description under the following department for the following services:

- a. Auditor/Controller. The Court will maintain only one fund with the County for the purpose of receiving and transferring revenue from the County. This section expressly disregards costs for auditing services as the Auditor-

Controller will no longer perform these functions on behalf of the Court. The Auditor will issue one check to the Court for the balance in Fund 7001 at the end of each month. Any special services provided by the Auditor to the Court, at the Court's written request, will be billed separately at the composite rate of \$35.00 per hour.

b. Information Technology.

70276 Trial Courts	Connections	Mo. Fee	Months	Cost	Total
System Access Fee	1	\$31.83	12	373.00	373.00
Total Annual Cost					\$373.00

- c. **Janitorial/Facility Services.** The Plumas County Sheriff's Office, Correctional Center, shall provide the Court all custodial services, labor, materials, equipment and supplies required to maintain the Court's allocated building spaces at the Historic Quincy Courthouse in a clean and healthful manner. The Court will reimburse the County the sum of \$2,074.75 for the period July 1, 2014, through September 30, 2014; \$2,074.75 for the period October 1, 2014, through December 31, 2014; \$2,074.75 for the period January 1, 2015, through March 31, 2015; and \$2,074.75 for the period April 1, 2015, through June 30, 2015. The Court and Plumas County Sheriff's Office agree that costs for the provision of these services (two days per week as set forth in the written Cleaning Bid agreed to by the Plumas Superior Court and the Plumas County Sheriff's Office) during fiscal-year 2014/2015 will be a maximum \$8,299.00. If the level of service changes during the term of this MOU, the payment for services will be adjusted accordingly. The Court shall reimburse the Plumas County Sheriff's Office on a quarterly basis. The Plumas County Sheriff's Office will provide a reconciliation of the annual cost and send the court an invoice for the fourth quarter. Requests made by the Court to Plumas County which exceed the obligations under existing agreements with the Court shall be paid for by the Court at an agreed upon hourly rate, plus the cost of materials. Unless otherwise agreed to by the parties, this hourly rate shall be \$55.00 dollars per hour.
- d. **Postage Costs.** County shall bill Court for the actual County costs of postage, which includes a surcharge for postage machine lease and supplies, based upon the percentage of use by the Court in relation to the overall use of the machine and, supplies that may be provided by the County to Court on a monthly basis.
- e. **Miscellaneous Employee Benefits.** The Employee's Assistance Program annual charge totals \$356.40 based on the FTE of 11 positions. The charge for additional FTE's shall be \$2.70 per month per person. On a quarterly basis, the Court shall reimburse the County \$89.10. In the fourth quarter any adjustments to actual cost will be made.

- f. It is the responsibility of the County to let the Court know if fourth quarter adjustments are necessary for any of the applicable payments by July 15, 2014.

- 2.3 **Dual Service Provider.** When a County employee provides the same or similar Services to both Court and County and such Services to Court are billed to Court on an hourly basis pursuant to this Memorandum, such employee shall record the exact amount of time he or she spent on Trial Court Operations. County shall only bill Court for the employee's actual time spent on Trial Court Operations.
- 2.4 **Verification.** In the event of a request by the Presiding Judge or Designated Officer for additional back-up information regarding any Service being billed or the amount charged, County shall provide such backup within fifteen (15) days of such request. Court and the California Administrative Office of the Courts shall also have the right to review or audit the records of County, in order to assure compliance with the terms of the Memorandum, Government Code Section 77212 and the California Administrative Office of the Courts Council Accounting Standard Number 6.1.1(7).

3. FACILITIES

- 3.1 Subject to the terms and conditions of the Historic Courthouse MOU for the Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated February 25, 2007, and the Memorandum of Understanding No. FY06/Bldg. 32-A/Construction (New Courtroom Project) Regarding Construction Project at Quincy Courthouse between the County, the Court and the Judicial Council of California, Administrative Office of the Courts, dated July 25, 2007 (New Courtroom MOU), the County recognizes its obligation, pursuant to Government Code §70311, to provide to the Court necessary and suitable facilities with respect to the Quincy Courthouse. The Court will provide notice of any facility deficiencies at the Quincy Courthouse and in determining whether such facilities are necessary and suitable, the reasonable needs of the Court and the fiscal condition of the County shall be taken into consideration. The County will consult with the Court regarding the adequacy and design of space prior to construction, relocation or alteration of the Quincy Courthouse. The Court will not alter space in the Quincy Courthouse in any way without prior authorization from the County Administrative Officer. If denied, the Court can take the issue to the Board of Supervisors.

It is the intent of the County to prepare a transition plan for ADA improvements, for all County facilities, including the Quincy Courthouse. In preparing the ADA transition plan, the County will allow the Court the opportunity to provide information to be included in the ADA transition plan. The County reasonably believes that the ADA transition plan will be completed within the next two to three fiscal years. And the County will begin implementation of the transition plan once it is completed with no cost to the Court. In addition to the above, the

Parties shall continue to have responsibilities for ADA issues to the extent that such responsibilities are set forth in the New Courtroom MOU.

4. COURT-RELATED FUNDS ADMINISTERED BY COURT

4.1 The following fund is designated for the exclusive use and control by the Court. Interest earned on balances shall be deposited directly into the following fund under the Court's control.

- Fund 7001– P.C. Trial Courts

5. REVENUE DISTRIBUTION

5.1 All revenue and civil assessments; collected shall be distributed as required by law.

6. INDEMNIFICATION

6.1 In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Court and the County pursuant to Government Code section 895.6 to the maximum extent permitted by law, the parties agree that all losses or liabilities incurred by a party shall not be shared pro rata; but instead the County and the Court agree that pursuant to Government Code section 895.4, each of the two affected parties shall fully indemnify, hold each of the other parties, their officers, judges, subordinate judicial officers, board members, agents, representatives and employees harmless and defend the other party, its officers, judges, subordinate judicial officers, board members, agents, representatives, and employees from any and all claims, demands, damages, costs, expenses or liability costs including attorney fees, that arise out of, or are alleged to arise out of, or are in any way connected with or incident to the duties or obligations of the indemnifying party, its officers, judges, subordinate judicial officers, board members, employees, representatives, or agents. No party, nor any officer, judge, subordinate judicial, officer, board member, employee, representative or agent thereof will be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of an indemnified party under or in connection with or arising out of any work, authority or jurisdiction delegated to such other party under this Agreement, subject to and consistent with the rights and, obligations of the parties set forth in the Law Enforcement Act.

7. TERM AND TERMINATION

7.1 The term of this MOU shall be from July 1, 2014 to June 30, 2015, but may be extended in writing thereafter until a new MOU is executed.

7.2 If either the Court or County desires to terminate any or all of the services contained within this MOU, written notice shall be given at least ninety (90) days prior to the end of the fiscal year, (i.e. by April 1) or less if by mutual written

agreement, to be effective the first day, of the succeeding fiscal year, or earlier, if by mutual written agreement.

- 7.3 Vital Services. Pursuant to California Government Code Section 77212(b), if County elects to terminate a Service to Court, County shall cooperate with Court to ensure that, if said Service is a vital service for Court, it shall be available from other entities that provide such Services. Court understands and agrees that payment for such vital services shall be the responsibility of Court. Notice must be given at least 90 days prior to the end of the fiscal year and shall be effective only upon the first day of the succeeding fiscal year (Govt. Code 77212).

8. NOTICES

- 8.1 All notices and demands of any kind which either party may require to serve on the other in connection with this MOU must be served in writing either by personal service or sent by first class mail, postage prepaid and addressed as follows:

If to County: Chairperson
 Plumas County Board of Supervisors
 520 Main Street
 Courthouse, Room 309
 Quincy, California 95971

With a Copy to: County Counsel
 County of Plumas
 520 Main Street
 Courthouse, Room 309
 Quincy, California 95971

If to Court: Presiding Judge
 Plumas Superior Court
 520 Main Street
 Courthouse, Room 104
 Quincy, California 95971

With a Copy to: Court Executive Officer
 Plumas Superior Court
 520 Main Street
 Courthouse, Room 104
 Quincy, California 95971

9. INDEPENDENT CONTRACTOR

- 9.1 **Independent Contractor.** County, with its departments as its agents, shall perform this Memorandum as an independent contractor, exercising due care and providing the Services with such skill that is customary for providers of such Services. County and the officers, agents and employees of County are not, and shall not be deemed, Court employees for any purpose, including workers' compensation and shall not be entitled to any of the benefits accorded to Court employees. County shall determine, at its own risk and expense, the method and manner by which the duties imposed on County in general by this Memorandum shall be performed; provided, however, that Court may monitor the work performed. Court shall not deduct or withhold any amounts whatsoever from the reimbursement paid to County, including, but not limited to, amounts required to be withheld for state and federal taxes or employee benefits. County alone shall be responsible for all such payments for County employees who perform services for Court pursuant to this Memorandum.

10. DISPUTE RESOLUTION

- 10.1 **Continuation of Services.** Whenever County and Court disagree as to any matter governed by this Memorandum, the dispute resolution process discussed in this Section 10 shall govern. Until the dispute is resolved, County may continue to provide the Services and Court, if County continues said Services, shall continue to make payment therefore as set forth herein. If County elects not to continue to provide said Services due to circumstances beyond County's control or due to financial considerations which result from State funding limitations, Court may elect to seek replacement services.
- 10.2 **Request for Meeting.** If after thirty (30) days, Court and County cannot resolve any dispute; either Party may give the other Party a written request for a meeting between the Court Executive Officer and the County Executive Officer for the purpose of resolving a disagreement between the Parties. If such meeting is requested, the meeting shall be held within ten (10) days of the receipt of such request. If the meeting fails to occur or fails to resolve the disagreement, nothing in this Memorandum shall preclude the Parties from exercising their legal remedies.
- 10.3 **Resolution of Disputes.** Any disputes between the Parties regarding the interpretation or performance of this Memorandum that are not resolved under Section 10.2 above, shall be resolved by submission of the dispute to non-binding mediation.
- 10.4 **Jurisdiction and Venue.** If a dispute between the Parties regarding the interpretation or performance of this Memorandum is not resolved under Section 10.3 above, either Party may bring legal action to interpret or enforce this Memorandum in the Superior Court of California, County of Plumas. In the event that such legal action is taken by either Party, the judges for the Superior Court of California, County of Plumas shall recuse themselves from hearing the case. The

Judicial Council of the State of California shall appoint a judge from another jurisdiction within the State to preside over any legal action brought to interpret or enforce this Memorandum.

11. FULL AGREEMENT

11.1 This Memorandum of Understanding represents the entire agreement between the Court and County on matters specifically addressed by the terms of this MOU.

Plumas Superior Court:

County of Plumas:

By _____
IRA KAUFMAN
Presiding Judge

By _____
Chairperson
Board of Supervisors

Date: _____

Date: _____

Approved as to form:

By _____
R. Craig Settlemire, County Counsel