

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF FEBRUARY 02, 2016 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

10:00 – 11:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. 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 January 2016

B) SHERIFF

Approve and authorize the Chair to sign contract of \$20,000 between County of Plumas and Levi Pence of Hi Tech Frame & Finish for vehicle repair services; approved as to form by County Counsel

C) COMMUNITY DEVELOPMENT COMMISSION

- 1) Authorize payment of \$2,811.95 from Plumas County Unrestricted RLF to Plumas County Community Development Commission for costs incurred while conducting income surveys for the Micro-planning 12-CDBG-8407 Grant
- 2) Adopt **RESOLUTION** Clarifying Individuals Designated to Approve Documents Associated with Open CDBG Grants Awarded to Plumas County from the State CDBG Program

D) PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to sign Amendment Number-1 to Agreement Number PARTC1516PDH with Plumas District Hospital in the amount of \$20,000 for services related to the Ryan White Part C Program
- 2) Adopt **RESOLUTION** to accept Agreement # 15-10441 with the California Department of Public Health, Immunization Branch for continued funding of the Vaccines for Children (VFC) Program for fiscal years 2015-2017, and authorize the Director of Public Health to sign as the Board's designee

E) PUBLIC WORKS

- 1) Authorize Public Works to add the "Groundhog Day Festival" in Quincy to the Annual Events list for closure or partial closure of County roads; discussion and possible action
- 2) Approve and authorize the Chair and the Public Works Director to sign Amendment No. 1 of the On-Call-Right-Of-Way Engineering Services Contract with Bender Rosenthal, Inc. of \$49,850 to provide services on the Spanish Ranch Road Bridge Replacement Project; discussion and possible action

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 County Service Area #12 Governing Board

2. COUNTY SERVICE AREA #12 – Robert Perreault

- A. Approve and authorize the Chair to sign Amendment No. 3 to Contract between Plumas Rural Services and CSA #12 for operation of Plumas Transit Systems; approved as to form by County Counsel; discussion and possible action
- B. Approve and authorize the Chair to sign Amendment No. 4 to the existing Contract between Plumas Rural Services and CSA #12 for operation of Plumas Transit Systems; approved as to form by County Counsel; discussion and possible action

Adjourn as the County Service Area #12 Governing Board and convene as the Quincy Lighting District Governing Board

3. QUINCY LIGHTING DISTRICT – Robert Perreault

Authorize Public Works to issue an Encroachment Permit for placement of "Welcome to Quincy" Banners on Quincy Lighting District owned light poles along Main Street in Quincy; discussion and possible action

Adjourn as the Quincy Lighting District Governing Board and reconvene as the Board of Supervisors

4. BIG FISH CREATIONS – Michael Clawson

Consider request for funding to place an Ad in the 2016-2017 Plumas County Visitor Guide; discussion and possible action

5. DEPARTMENTAL MATTERS

A) SOCIAL SERVICES – Elliott Smart

- 1) Authorize Social Services to recruit and fill vacant 1.0 FTE Social Services Aide position; discussion and possible action
- 2) Approve and authorize the Director of Social Services to sign letter of extension for a contract between the County of Plumas and Environmental Alternatives, Inc. for training provided to relatives and to non-relative extended family members who have foster children placed in their care; discussion and possible action

B) LIBRARY/LITERACY – Lynn Sheehy

Approve supplemental budget of \$31,450 for receipt of unanticipated revenue received from State Library and approve increase in expenditure budgets for Department 20675 accordingly; **four/fifths required roll call vote**

C) SHERIFF – Greg Hagwood

- 1) Approve budget transfer for the Jail of \$35,000 (\$30,000 from Regular Wages (51000) and \$5,000 from Group Insurance (51090)) to Other Wages (51020); discussion and possible action
- 2) Approve budget transfer for the Jail of \$6,000 from Retirement (51080) to Professional Services-Medical & Dental (521980) to cover medical and dental costs for inmates; discussion and possible action
- 3) Approve budget transfer for OHV/OSV of \$2,500 from Overtime (51060) to Other Wages (51020) to cover wages for Reserves; discussion and possible action

D) **DISTRICT ATTORNEY** – David Hollister

- 1) Approve and authorize the District Attorney to sign Memorandum of Understanding to execute and administer Grant Award Agreement for the Adult Education Grant Program Bridges; approved as to form by County Counsel; discussion and possible action
- 2) Approve and authorize the District Attorney to sign Memorandum of Understanding to execute and administer Grant Award Agreement for the Adult Education Grant Program Bridges Mise En Place; approved as to form by County Counsel; discussion and possible action
- 3) Approve supplemental budget of \$81,984 for the Bridges Grant; and \$80,635 for the Bridges Mise En Place Grant Program; discussion and possible action

E) **ENGINEERING** – Robert Perreault

Approve and authorize the Chair to sign First Amendment to Subdivision Agreement for Trailhead Subdivision Unit 1; approved as to form by County Counsel; discussion and possible action

6. BOARD OF SUPERVISORS

- A. Adopt **RESOLUTION** for Employer Paid Member Contributions (EMPC). **Roll call vote**
- B. Approve and authorize the Chair to sign letter in support of AB 1642 (Obernolte) to increase the payment due date of the Fire Prevention Fee from 30 days from the date of assessment to 60 days; discussion and possible action
- C. Discussion and possible action regarding transfer of Code Enforcement
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

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

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee appointment or employment – Chief Probation Officer
- B. Personnel: Public employee performance evaluation – Director of Public Health
- C. 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
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, February 09, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California



Office of the Sheriff

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

1B

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: January 12, 2016

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Items for the meeting of February 2, 2016

It is recommended that the Board:

Approve and sign contract #PCSO00011 between the Plumas County Sheriff's Office (PCSO) and Levi Pence, dba Hi Tech Frame & Finish in the amount of \$20,000.

Background and Discussion:

The term of this contract is 02/01/16-01/31/17. This purpose of this agreement is for Sheriff vehicle repairs.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 1st day of February 2016, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Levi Pence, an individual, doing business as Hi Tech Frame & Finish, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and No/100 (\$20,000.00).
3. Term. The term of this agreement shall be from February 1, 2016 through January 31, 2017, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
 - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors

to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor 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, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.
16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. 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.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. 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.
20. 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.

SM COUNTY INITIALS

CONTRACTOR INITIALS _____

21. 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 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. 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.

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Roni Towery

Contractor:

Hi Tech Frame & Finish
1229 Industrial Way
Quincy, CA 95971
Attention: Levi Pence

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.
26. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

CONTRACTOR:

By: _____

Levi Pence, an individual doing business as Hi Tech Frame & Finish

Date: _____

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Sheriff

By: _____

Name: _____

Title: Chair, Board of Supervisors

Date signed: _____

Approved as to form:

Plumas County Counsel

By: Stephen J. Mansell 12/31/15
Stephen L. Mansell
Deputy County Counsel

SM COUNTY INITIALS

EXHIBIT A

Scope of Work

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:
 - a. Body repair and refinishing of automobiles and light trucks.
 - b. Frame repairs of automobiles and light trucks.
 - c. Mechanical work as needed in conducting body repairs.
2. All Work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at the following per hour rates:

Body repair work	\$70.00
Painting	\$70.00
Frame repair work	\$70.00
Mechanical repair work	\$70.00

2. Parts shall be charged at the following rates: paint at a flat rate of \$34.00 per painting hour; body parts and supplies at Contractor's cost plus 25%.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

BOARD AGENDA REQUEST FORM

Department: Plumas County Community Development Commission / PCCDC

Authorized Signature: J. Montgomery

Board Meeting Date: 1/19/2016

Request for _____ minutes for presentation

Consent Agenda: Yes No

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

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

A. Authorize payment to be made, in the amount of \$2,811.95, from Plumas County Unrestricted RLF (this fund is held at PCCDC) to PCCDC for costs incurred while conducting income surveys for the Micro-planning 12-CDBG-8407 grant.

B. Approve resolution to update signatures for the Community Development Block Grant Program -grant 10-DRI-6788 (Tobin).

C. _____

Review by Necessary Departments:

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

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

Attached Documents:

Contracts/Agreements:

Three copies? (Y N)

Signed? (Y N)

Budget Transfers Sheets:

Signed? (Y N)

Other: Trial Balance & Resolution

Publication:

Clerk to publish on _____.

Notice attached and e-mailed to Clerk.

Notice to be published _____ days prior to the hearing. _____ (if a specific newspaper is required, enter name here.)

Dept. published on _____ (Per Code § ____). Copy of Affidavit Attached.

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

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

Yes: No: Not Applicable:

If Not Applicable, please state reason why:

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

Plumas County Community Development Commission & Housing Authority

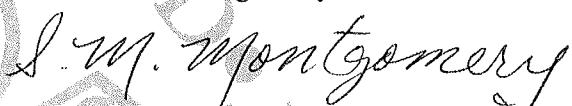
Normal Trial Balance

936 - 12-CDBG-8407 Micro Planning

From 1/1/2009 Through 12/31/2015

Account Code	Account Title	Debit Balance	Credit Balance
1111	Cash in Bank		2,811.95
Total No Cost Center Code		0.00	2,811.95
01	Administration		
3001	Grant Revenue		4,027.59
3690	Other Income		47,111.52
4110	Salaries and Wages	36,661.34	
4130	Legal Fees	130.31	
4140	Staff Training	1,113.80	
4150	Travel	53.58	
4151	Agency Vehicle	891.53	
4170	Independent Audit Fees	149.00	
4171	Accounting Fees	252.44	
4180	Office Rent	253.36	
4181	Office Utility Expense	243.98	
4182	Office Building Maintenance	271.69	
4183	Asset/Equipment Use Fees	245.84	
4184	Computer Expense	409.41	
4190	Sundry - Administrative	104.10	
4191	Dues and Memberships	54.63	
4192	Publications	183.89	
4193	Board Expense	254.50	
4194	Office Supplies	298.14	
4195	Photocopy Expense	248.79	
4196	Telephone/Communications	185.80	
4197	Postage	1,938.66	
4198	Public Notice/Advertising	1,589.23	
4510	Insurance	111.71	
4540	Employee Benefits	8,305.33	
Total 01	Administration	53,951.06	51,139.11
Total 936 - 12-CDBG-8407 Micro Planning		53,951.06	53,951.06
Report Total		53,951.06	53,951.06
Report Difference		0.00	

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Authorized Signature Card for Request for Funds	
CDBG Grant Number: 10-DRI-6788	
Grantee Name: County Of Plumas	Issued By: California Dept. of Housing and Community Development 2020 West El Camino Avenue, Suite 500 (95833) P. O. Box 952054 Sacramento, CA 94252-2054
(1) Typed Name of Signer, Signature and Title: Sharon Thrall, Board of Supvr., Chairperson	(2) Typed Name of Signer, Signature and Title: Roberta M. Allen, Auditor/Controller
(3) Typed Name of Signer, Signature and Title: Bianca Harrison, Assistant Auditor/Controller	(4) Typed Name of Signer, Signature and Title: Shawn M. Montgomery, PCCDC Finance Dir. 
I certify that the signatures above are of the individuals authorized to request payment of funds under the grant cited above.	
<u>Sharon Thrall</u> Typed or Printed Name of Authorizing Official (Grantee)	<u>Chairperson, Board of Supervisors</u> Title
<u>Signature of Authorizing Official (Grantee)*</u>	<u>Date</u>

Instructions

Funds requests require two signatures--the preparer and any one of the authorized signers listed on the signature card.

The name and/or title of the **authorizing official** must be identified in the resolution passed by the city council or governing body. **The resolution must be submitted along with the signature card.**

The authorizing official is certifying that persons listed on the signature card are authorized to sign the funds request.

A signature card must be completed for each grant. A new signature card must be submitted when there is a change in the name and/or title of the authorizing official. No erasures or corrections may appear on this signature card.

RESOLUTION NO._____

**A RESOLUTION CLARIFYING INDIVIDUALS DESIGNATED TO APPROVE
DOCUMENTS ASSOCIATED WITH OPEN CDBG GRANTS AWARDED TO
PLUMAS COUNTY FROM THE STATE CDBG PROGRAM**

WHEREAS, Plumas County has been previously awarded and has an open grant in the State Community Development Block Grant (CDBG) program as noted below, and,

10-DRI-6788 – Tobin Water/Planning

WHEREAS, the State CDBG program requires an updated signature card when authorized signers change; and

WHEREAS, the Board of Supervisors Chairperson has changed for Calendar 2016;

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Supervisors authorizes and directs the Chairperson of the Board of Supervisors to act on the County's behalf in all matters pertaining to these open grants and any subsequent amendments thereto, and furthermore,

The Board of Supervisors authorizes the Chairperson of the Board of Supervisors, or his/her Designees: the County Auditor/Controller or County Assistant Auditor/Controller or the Finance Director of the Plumas County Community Development Commission, to sign Funds Requests and other required reporting forms associated with this open grant, and recognizes that new State CDBG "Signature Cards" will need to be completed whenever an individual holding one of these positions changes.

ADOPTED AND APPROVED this 19th day of January 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Sharon Thrall, Chairperson

ATTEST:

Nancy DaForno, Clerk of the Board



Plumas County Public Health Agency

IDI

270 County Hospital Road, Quincy, California 95971

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<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"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: January 25, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Item for February 2, 2016

Item Description/Recommendation: Approve and direct the Chair to sign Amendment Number-1 to Agreement Number PARTC1516PDH with Plumas District Hospital in the amount of \$20,000.00 for services related to the Ryan White Part C Program.

Background Information: 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.

A copy of the Agreement Amendment is on file with the Clerk of the Board for your review.



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

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Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

<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"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: January 7, 2016

To: Honorable Board of Supervisors

From: Mimi Hall

Agenda: Item for February 2, 2016

Description/Recommendation: Approve a Resolution to accept Agreement # 15-10441 with the California Department of Public Health, Immunization Branch for continued funding of the Vaccines for Children (VFC) Program for fiscal years 2015-2017, and authorize the Director of Public Health to sign as the Board's designee.

Background Information: As the Board may recall, in Plumas County Public Health Agency receives funding from the California Department of Public Health to assist local health departments meet Section 12325-120380 of the Health and Safety Code, Chapter 435 requirements related to immunizations against childhood diseases prior to school admittance. Local health departments are required to organize and maintain a program to make the required immunizations available at no or low cost to the consumer.

Plumas County Public Health Agency uses the funds as part of our general immunization program providing the following vaccines: measles, mumps and rebella (MMR); tetanus, diphtheria, pertussis (Tdap); Haemophilus influenzae type b (Hib); varicella; and hepatitis b. In addition, Plumas County Public Health Agency identifies target populations in need of immunizations and initiates corrective action to improve immunization levels and reducing disparities in health. These funds assist Plumas County Public Health Agency in meeting the State's objectives to control vaccine preventable childhood illness.

The Resolution and Agreement has been reviewed by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

Please contact me if you have any questions, or need additional information. Thank you.

cc: Tina Venable, Director of Nursing

RESOLUTION NO. 16 - _____

A RESOLUTION TO APPROVE AGREEMENT NUMBER 15-10441 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, IMMUNIZATION BRANCH FOR FUNDING OF THE VACCINES FOR CHILDREN (VFC) PROGRAM FOR FISCAL YEARS 2015/2016 AND 2016/2017.

WHEREAS, Plumas County Public Health Agency receives funding from the California Department of Public Health to assist with meeting Sections 12325-120380 of the Health and Safety Code, Chapter 435 requirements related to immunizations against childhood diseases prior to school admittance. Local health departments are required to organize and maintain a program to make the required immunizations available at no or low cost to the consumer.

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

1. Agreement Number 15-10441 with the California Department of Public Health, Immunization Branch for Fiscal Years 2015/2016 and 2016/2017 is approved.
2. The Director of Public Health is authorized to sign the Agreement and execute subsequent documents and amendments pertaining to the Agreement, subject to Board approval as may be required.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 2nd day of February, 2016, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:

Clerk, Plumas County Board of Supervisors

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



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CONSENT AGENDA REQUEST

For the February 2, 2016 meeting of the Plumas County Board of Supervisors

January 25, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Road Commissioner 

Subject: Addition of the Annual Groundhog Day Festival to the List of Annual Events Requesting Road Closures.

Background

In March 2010, the Board of Supervisors adopted Resolution 10-7615, granting authority to the Road Commissioner to allow temporary road closures. Paragraph A1 addresses the creation of the "Annual Events List" for special events that request a closure or partial closure of Plumas County Maintained Roads.

The Public Works Department has received an Encroachment Permit Application from the Quincy Chamber of Commerce for the 2016 Groundhog Day Festival. This will be the third consecutive year for this event, thus qualifying the event as an "annual event".

Recommendation

Public Works staff respectfully recommends that the Board of Supervisors authorize the Road Commissioner to place the Groundhog Day Festival on the Annual Events List.

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

1/21



CONSENT AGENDA REQUEST

For the February 2nd, 2016 meeting of the Plumas County Board of Supervisors

January 25, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

Subject: To Request Authorization for approval of Amendment No. 1 of the On-Call Right-of-way Engineering Services Contract with Bender Rosenthal, Inc. for \$49,850 to provide right-of-way engineering and acquisition services on the Spanish Ranch Road Bridge Replacement Project, Department of Public Works - Work Order #464)

Robert A. Perreault

Background:

The County of Plumas has obtained funding through the federal Highway Bridge Program to replace a single-lane bridge ion Spanish Ranch Road. Overhead high voltage and phone lines parallel the existing road and bridge. Their position is too close for construction activities such as pile driving and crane work. Preliminary research has yet to determine any formal rights for the County at the locations where the poles are installed. The Consultant will complete the Report of Investigations to confirm the County's legal rights.

It is proposed to temporarily relocate two poles to outside of the construction zone to allow for pile driving and crane work. The temporary poles would be installed inside of a temporary construction easement over private property, or, inside a new road and utility easement to be obtained from the adjacent property. When construction is completed the poles and lines would be returned to their original alignment to avoid having long term "dog-legged" angle points and additional guys in the transmission pole.

To complete the utility relocation and the construction of the new bridge, the Department of Public Works will acquire formal right-of-way from three private landowners for the County. The project is currently budgeted the Department's FY 15/16 construction projects' budget under Work Order #464.

Recommendations:

The Director of Public Works respectfully requests authorization for Chair of the Board and the Director of Public Works execute the amendment upon approval as to form by County Counsel.

Attachment

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

**Right-of-Way Engineering Acquisition Services for
Transportation Improvement Projects in
Plumas County, California**

The October 20, 2015 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and BENDER ROSENTHAL INC. ("Consultant"), is hereby amended on _____, 2016 as follows:

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

**PROJECT: Spanish Ranch Road Bridge Replacement Project
Department of Public Works - Work Order #464)**

Project Background

The County of Plumas has obtained funding through the federal Highway Bridge Program to replace a single-lane bridge ion Spanish Ranch Road. Overhead high voltage and phone lines parallel the existing road and bridge. Their position is too close for construction activities such as pile driving and crane work. Preliminary research has yet to determine any formal rights for the County at the locations where the poles are installed. The Consultant will complete the Report of Investigations to confirm the County's legal rights.

It is proposed to temporarily relocate two poles to outside of the construction zone to allow for pile driving and crane work. The temporary poles would be installed inside of a temporary construction easement over private property, or, inside a new road and utility easement to be obtained from the adjacent property. When construction is completed the poles and lines would be returned to their original alignment to avoid having long term "dog-legged" angle points and additional guys in the transmission pole.

To complete the utility relocation and the construction of the new bridge, the Consultant will acquire formal right-of-way from three private landowners for the County.

Scope of Work

Provide the necessary right-of-way engineering and acquisition services for the **Spanish Ranch Road Bridge Replacement** project, County Work Order #464) per the October 20, 2015 PROFESSIONAL SERVICES AGREEMENT and this amendment including attachments.

Compensation

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached to the October 20, 2015 Professional Services Agreement first referenced above. Consultant's compensation shall in no case exceed Forty-Nine Thousand Dollars Eight Hundred Fifty Dollars and No Cents (\$49,850). 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 (10) working days of full execution of this Amendment No. 1. The Consultant shall complete the work in accordance with the October 20, 2015 Professional Services Agreement thereafter.

Other Contract Provisions

All other contract provisions set forth in the October 20, 2015 Professional Services Agreement first referenced above remain unchanged.

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

COUNTY OF PLUMAS

A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:

County Counsel

Date: _____

CONCURRENCE BY (acting as the Purchasing Agent):
~~AGREED TO BY:~~ (not required if under \$3,000)

Chair, Plumas County Board of Supervisors

Date: _____

CONSULTANT
BENDER ROSENTHAL INC.

Signature
Bob Morrison, P.E. CA RE Broker

Date: _____

41-2034507
Bender Rosenthal Inc. Taxpayer ID Number

December 14, 2015

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

ORIGINAL SENT BY EMAIL:

Subject: Scope and Cost Proposal – Right of Way Services
Task Order (1) of the Master Contract
Spanish Creek Bridge

Greetings Mr. Mannle:

Bender Rosenthal, Inc. is pleased to submit this proposal for Right of Way Services associated with the Spanish Creek Bridge Project. The attached table more thoroughly outlines the specific services (tasks) necessary to deliver required real property easement rights from three (3) parcels owned by three (3) grantors to all State and Federal Standards. It is our understanding that your existing prescriptive right of way is to be perfected to permanent easements for road and utility purposes which affects three (3) ownerships.

The following right of way services are contemplated under Task Order (1):

TASK 1 – RIGHT OF WAY PROGRAM MANAGEMENT:

BRI will assign a Project Manager to oversee performance of the Tasks involved in delivery of the Right of Way in the proposed Professional Services Contract between BRI and Plumas County Department of Public Works (Client). This scope includes one (1) project development team meeting, and monthly updates on the status of the project.

TASK 2 – RIGHT OF WAY ENGINEERING AND SURVEY SERVICES:

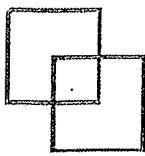
BRI is pleased to include Blair, Church and Flynn (BCF) Engineering to provide the Right of Way Engineering and Survey work products per for the project. A copy of BCF Engineering's Description of Services Scope and Cost Estimate is attached to this Proposal as Attachment "A." The scope includes an optional task of topographic surveys.

TASK 3 – VALUATION SERVICES:

BRI will develop complete valuations for the client utilizing a Minimum Value Estimate (Waiver Valuation) Format described in Caltrans Appraisal Manual Chapter Seven (7) at 7.02.13.02. A Waiver Valuation in Lieu of an Appraisal is proposed to be used on this project to estimate the compensation for the proposed acquisition of permanent road and utility easements as well as a temporary construction easements (TCE's) affecting small portions of the parcels at Clients discretion. As regards the scope for Task Order One (1); an appraisal is not considered to be required because the valuation problem is uncomplicated and the fair market value is estimated at \$10,000 or less based on a review of available data. The \$10,000 amount can include severance damages, but excludes any insignificant construction contract work. Client acknowledges that a Waiver Valuation is not an appraisal and is to be used merely for documentation in support of the estimated compensation used to develop Just Compensation to be paid to the property owner.

Criteria considered in making the determination as to uncomplicated valuations includes:

- There is no serious question as to the highest and best use;
- There is adequate market data available;



- There are no substantial damages and benefits involved; and
- There is no substantial decrease in market value due to the presence of hazardous material/waste.

Waiver Valuations will be prepared in conformance with, and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Both fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation with jurisdictional exceptions applying in some cases.

Assumptions:

- Each property owner will be a willing seller. If condemnation services are needed, a full appraisal will be required.

Deliverables:

- Three copies of each Minimum Value Estimate meeting all State and Federal Standards for three (3) parcels.

TASK 4 - ACQUISITION SERVICES

BRI will develop all acquisition and conveyance documents to be approved by Client for use in acquiring real property interests. BRI staff will develop; purchase agreements (right of way contracts) easement deeds, temporary construction easement documents and escrow instructions etc. prior to the commencement of acquisition negotiations with grantors. BRI will use all necessary documents developed as stated necessary to make offers based on Client's process and specifications. BRI will meet in person if possible and will make up to 6 contacts in the first 60 days.

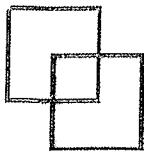
Steps within the acquisition process are outlined below:

1. Review of the project concept and design with Client's staff and other consultants;
2. Review of appraisals, title reports, maps and descriptions of the required parcels;
3. Field review the project with Client or other designated person;
4. Preparation of right-of-way contracts and other acquisition documents; and
5. Meet with grantors to discuss the project in general; review maps and legal descriptions; confirm information about occupants/owners and make the official First Written Offer to owner. Acquire tenant consent if required.
6. Acquisition activities are based on settlement by the third (3rd) contact either in person or by telephone/mail. A recommendation to the Client will be made after *impasse* has been reached. To reach *impasse* there are specific requirements as follows:

- A. Go through the *acquisition steps* outlined below; plus
- B. Make at least three (3) contacts with owner (personal call, letter or phone call) in any combination; plus
- C. Spend up to eight hours working on the parcel acquisition; and
- D. Respond to property owner inquiries verbally and in writing within two business days.

Acquisition steps when offering compensation to a property owner (grantor) include:

- A. Owner accepts offer. (Close)
- B. Owner rejects offer.
 1. Owner refuses to counter. (Impasse)
 2. Owner makes counter proposal.
 - a. The Client accepts counter. (Close)
 - b. The Client rejects counter. (Impasse)



- c. The Client makes new offer.
- 3. Owner accepts new offer. (Close)
- 4. Owner does not accept new offer. (Impasse)
- 5. Deliver signed right-of-way contract and signed and acknowledged grant deed for closed transaction, or deliver a memorandum explaining impasse; and
- 6. Transfer all pertinent correspondence and files to Client.

Deliverables:

- Acquisition of up to three (3) permanent and four (4) temporary construction easements (TCE's).

TASK 5 – UTILITY COORDINATION SERVICES:

Under Client direction, Bender Rosenthal Inc. (BRI) will work with Client to help verify any potential project impacts to public and privately owned utilities and define possible issues facing Right of Way delivery and/or construction prior to the final design phase. Utility Coordination activities may include; initial field review of the project to aid in developing preliminary R/W capital and support cost estimates based on preliminary design plans. This task includes developing documentation to provide an analysis of the project utility requirements, highlighting potential risks, and proposed solutions to those risks to ensure that R/W Certification does not become critical path issue. Also included in this task based on project requirements, may be preparation of Notices to Owner, Utility Agreements, and Easement Documents along with other documents as required. Utility Coordination Services provided may also include assisting with preparation of Caltrans Utility Information Sheet attachment for the project as well as preparation of the utility and railroad portions of the R/W Certification for the project.

Deliverables:

- Make site visit for inspection of utilities to avoid constraints and potential utility problems;
- Review verification maps with utility owners to assist in developing conflict mapping;
- Work with Client and utility owners on identification of potential permanent relocation areas;
- Aid in identifying solutions to utility potential problems where appropriate;
- Provide cost estimates by submitted by affected utility owners;
- Prepare Notices to Owner (NTO) on appropriate Caltrans Chapter 13 Forms using Local Agency Letterhead; and
- Prepare Utility Agreements (UA) if applicable.

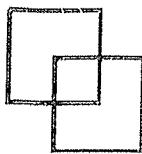
Assumptions:

- Client will provide verification maps with utilities plotted for verification and deletions/additions by utility owner;
- Detailed utility relocation plan will required prior to Right of Way Certification;
- Final Environmental Document will be approved prior to issuing NTO's or preparing UA's; and
- Notices and Agreements will be delivered to owner prior to Right of Way Certification.

TASK 6 – RIGHT OF WAY CERTIFICATION

BRI will prepare the ROW certification per Caltrans requirements.

Deliverable: Right of Way Certificate



SCHEDULE AND FEES:

BRI proposes to deliver the ROW phase within six (6) months from the Notice to Proceed for delivery of all required parcels targeted for June 30, 2016. Our proposed fee based on the Scope outlined herein is as follows:

Approach No. 1	Task	Description	Total
1. Right of Way Program Management		10 hours @ \$185/hour	\$ 1,850
2. Land Surveying Services for three (3) Parcels including survey, staking and development of Appraisal Plats and Legal Descriptions for use in BRI's Acquisition of three (3) Permanent Easements and three (3) TCE's from three (3) Owners provided by BCF Engineering under sub consultant contract		Three (3) Appraisal Plat Maps, three (3) Legal Descriptions, four (4) TCE maps, staking and document reviews for three (3) Parcels	\$20,900
3. Valuation Services: permanent and temporary easements assuming values less than \$10,000 per parcel and no condemnations		Three (3) Waiver Valuations @ \$2,200/each	\$ 6,600
4. Acquisition Services: Three (3) permanent easements and three (3) temporary construction easements (TCE's) including escrow coordination for each of three (3) ownerships		Three (3) negotiations @ \$3,300/each	\$ 9,900
5. Utility Coordination Services – includes preparation of, Reports of Investigation, Utility Agreements, Notices to Owner and coordination with utility owners.		Up to 30 hours @ \$150/hour	\$ 4,500
6. Right of Way Certification			\$2,500
Total Budget: Approach No. 1			\$46,250
Optional Task Approach No. 2: Topographic Survey			\$3,600
Total Including Optional Services			\$49,850

The following are the assumptions behind the budget:

1. All R/W Activities are to conform to Caltrans Standards, Practices, Policies and Manuals
2. Full documentation to Federal and State standards for all tasks;
3. No expert witness testimony;
4. The actual costs may differ from task to task, but the overall budget will not exceed the "Total Budget" shown in the above spreadsheet;
5. No Coordination with State or Federal right of way departments, other than listed in scope;
6. This fee assumes that no significant structures or improvements will be acquired;
7. Crop damages are excluded as none appear to apply;
8. Right of Way Engineering and Survey work performed under "Task No. 2" are provided under separate contract between BRI and BCF Engineering and Surveying Company under the proposed BRI Professional Services Contract with Client as a courtesy to Client. BCF's scope and cost proposal is attached to this document as Attachment A;
9. This proposal does not contemplate any eminent domain actions. If condemnation becomes necessary, a separate cost and scope document will be prepared to account for required Right of Way and Right of Way Engineering Services along with expert witness testimony if needed; and
10. Any external audit support will be billed on a time and material basis, as well as the following:
 - a. A change in engineering once the acquisition process has begun;
 - b. Addition of a parcel;
 - c. Addition of easements, or other property rights; and
 - d. Any additional professional expertise.

Tom Ganyon PMP, Broker
Bender Rosenthal Inc.
4400 Auburn Blvd., Suite 115
Sacramento, CA 95841

December 8, 2015
File No. 215-0441

Professional Services Proposal
Subject: **Spanish Ranch Road Bridge Replacement Project Legal
Descriptions & Plats**

Dear Tom:

I enjoyed speaking with you the other day and appreciate you teaming up with Blair, Church and Flynn, Inc. (BCF) to provide Right-of-Way engineering services for Bender Rosenthal Inc. With the information you shared during our conversation, as well as the supplemental communication with the John Mannie, Associate Engineer & Transportation Planner for Plumas County Department of Public Works, I have prepared this proposal for your consideration.

Project Understanding

Bender Rosenthal Inc. is providing Right-of-Way services for the County of Plumas, with BCF providing Right-of-Way engineering services for Bender Rosenthal Inc. BCF will prepare four (4) Temporary Construction Easements and three (3) Permanent Easements for Road and Utility Purposes for Assessor Parcel Numbers 113-081-039 (1 Permanent Easement and 1 Temporary Easement), 113-081-053 (1 Permanent Easement and 1 Temporary Easement) and 113-030-011 (1 Permanent Easement and 2 Temporary Easements), in relationship to the Spanish Ranch Road Bridge Replacement Project, in the County of Plumas. The project lies along Spanish Ranch Road, approximately 0.3 miles long, from Spanish Ranch Road lying within Assessor Parcel Numbers 113-081-039 and 113-081-053 to the intersection of Spanish Ranch Road, running Northerly and Southerly, with Spanish Ranch Road, running Easterly and Westerly.

Approach

Two approaches were prepared by the request of John Mannie, County of Plumas, with Approach #1 composed of boundary and control surveying and Approach #2 including boundary, control and topographic surveying.

In general, Approach #1 consists of a boundary and control survey along Spanish Ranch Road lying between stations 12+00 and 19+00, as shown on the attached Exhibit A, provided by John Mannie. Generally, Approach #2 consists of boundary, control and topographic surveying from Spanish Ranch Road lying within Assessor Parcel Numbers 113-081-039 and 113-081-053 to the intersection of Spanish Ranch Road, running Northerly and Southerly, with Spanish Ranch Road, running Easterly and Westerly.

- I. Approach #1-The project extents for this approach lies between stations 12+00 and 19+00. By using control and point files supplied by the John Mannie, together with field data obtained

through control and boundary surveys conducted by BCF the four (4) Temporary Construction Easements and three (3) Permanent Easements for Road and Utility Purposes will be created for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011. BCF will compile a field survey packet based on record maps, record documents and AutoCAD files provided by John Mannle, to mobilize a field crew and search for record monuments and existing control, using GPS along with Robotic Total Station. The found monuments and control points will be related to one another, allowing for the existing topographic mapping supplied by the County of Plumas, to be rotated to relate the existing centerline information to the boundary. The information will then be processed and prepared to provide the final deliverable.

- II. Approach #2- A supplemental topographic survey and control and boundary surveys will be conducted by BCF along Spanish Ranch Road, lying within Assessor Parcel Numbers 113-081-039 and 113-081-053 to the intersection of Spanish Ranch Road, running Northerly and Southerly, with Spanish Ranch Road, running Easterly and Westerly. This data will be combined with the control and point files given by the John Mannle, to create the four (4) Temporary Construction Easements and three (3) Permanent Easements for Road and Utility Purposes for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011. BCF will compile a field survey packet based on record maps, record documents and AutoCAD files provided by John Mannle, to mobilize a field crew and search for record monuments, existing control and collect supplemental topography to define Spanish Ranch Road's location, using GPS along with Robotic Total Station. By combining the data supplied by the County of Plumas, with the information collected by BCF's field survey, the easement locations will be determined, allowing for the completion of the final deliverable.

Assumptions

The proposal makes the following assumptions about this project:

1. Bender Rosenthal Inc. will provide Preliminary Title Reports for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011.
2. John Mannle of the County of Plumas will provide all record documents, record maps, AutoCAD drawings for the Spanish Ranch Road Bridge Replacement Project, AutoCAD drawings point lists, proposed acquisition layout and format for the Easements, Certificates of Acceptance, etc. for recording.
3. AutoCAD drawings and 95% Project Plans for Construction of the Spanish Ranch Road Bridge provided by the County of Plumas are complete and accurate.
4. County of Plumas will make initial contact with property owners for access and authorization to enter.

Scope of Services

Approach #1

III. Project Management & Coordination

- A. Prepare project specific safety plan and field survey packet.
- B. Schedule and coordinate survey field crews.
- C. Attempt follow up contact with property owners of Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011, before crews are mobilized and access properties.

IV. Boundary Survey

- A. Review maps and documents provided by John Mannle of the County of Plumas.
- B. Review Preliminary Title Reports supplied by Bender Rosenthal for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011.
- C. Perform boundary survey to determine locations of existing monuments.
- D. Download boundary data points collected in the field.
- E. Process survey data and prepare boundary lines based on found monuments, record maps, and documents provided by the County of Plumas and Bender Rosenthal Inc. to create boundary basemap.

V. Control Survey

- A. Prepare a control plan for field survey.
- B. Locate existing control provided by the County of Plumas AutoCAD drawings and point files.
- C. Set control for boundary survey.
- D. Download control data points collected in the field and process information.

VI. Plat and Legal Descriptions Development

- A. Combine boundary survey completed by BCF and existing topographic survey provided by the County of Plumas to determine Permanente Road and Utility Easement and Temporary Construction Easement locations.
- B. Prepare three (3) Permanente Road and Utility Easement Plats and Legal Descriptions for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011 based on boundary basemap and topographic survey according to the Proposed Acquisition Layout provided by John Mannle of the County of Plumas.
- C. Prepare four (4) Temporary Construction Easement Plats and Legal Descriptions for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011 based on boundary basemap and topographic survey according to the Proposed Acquisition Layout provided by John Mannle of the County of Plumas.
- D. Perform QA/QC.
- E. Sign and Seal Legal Descriptions.

F. Provide Final Deliverables.

VII. Deliverables

- A. Three (3) Permanente Road and Utility Easement Plats and Legal Descriptions for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011.
- B. Four (4) Temporary Construction Easement Plats and Legal Descriptions for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011.

Approach # 2

I. Project Management & Coordination

- A. Prepare project specific safety and field survey packet.
- B. Schedule and coordinate survey field crews.
- C. Attempt to contact property owners of Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011, before field crews are mobilized.

II. Boundary Survey

- A. Review maps and documents provided by John Mannle of the County of Plumas.
- B. Review Preliminary Title Reports supplied by Bender Rosenthal for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011.
- C. Perform boundary survey to determine locations of existing monuments.
- D. Download field survey boundary survey data points.
- E. Process survey data and prepare boundary lines based on found monuments, record maps, and documents provided by the County of Plumas and Bender Rosenthal Inc. to create boundary basemap.

III. Control Survey

- A. Prepare a control plan for field survey.
- B. Locate existing control provided by the County of Plumas AutoCAD drawings and point files.
- C. Set control for topographic and boundary survey.
- D. Download control data points collected in the field and process information.

IV. Topographic Survey

- A. Survey Spanish Ranch Road from Spanish Ranch Road lying within Assessor Parcel Numbers 113-081-039 and 113-081-053 to the intersection of Spanish Ranch Road, running Northerly and Southerly, with Spanish Ranch Road, running Easterly and Westerly, to establish centerline of road with respect to boundary lines.
- B. Download topographic survey data points.
- C. Process topographic mapping information to determine Right-of-Way location.

V. Plat and Legal Descriptions Development

- A. Combine boundary survey completed by BCF and existing topographic survey provided by the County of Plumas to determine Permanente Road and Utility Easement and Temporary Construction Easement locations.
- B. Prepare three (3) Permanente Road and Utility Easement Plats and Legal Descriptions for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011 based on boundary basemap and topographic survey according to the Proposed Acquisition Layout provided by John Mannle of the County of Plumas.
- C. Prepare four (4) Temporary Construction Easement Plats and Legal Descriptions for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011 based on boundary basemap and topographic survey according to the Proposed Acquisition Layout provided by John Mannle of the County of Plumas.
- D. Perform QA/QC.
- E. Sign and Seal Legal Descriptions.
- F. Provide Final deliverables.

VI. Deliverables

- A. Three (3) Permanente Road and Utility Easement Plats and Legal Descriptions for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011.
- B. Four (4) Temporary Construction Easement Plats and Legal Descriptions for Assessor Parcel Numbers 113-081-039, 113-081-053 and 113-030-011.

Services Outside of Scope

Services not included under our scope of work, but that may be provided upon request, include the following:

1. Acquisition of title information.
2. Performing surveys to set or replace legal monuments.
3. Preparing Record of Survey.
4. Perform construction related surveys.
5. Obtain permits, paying fees and preparing supporting documents.
6. Preparing environmental studies or investigations.
7. Payment of Fees.

Professional Services Fee

Blair, Church & Flynn will provide the Right-of-Way engineering services described in the above Scope of Services on a customary time and materials basis according to the Fee Schedule shown in Exhibit A, with total professional fees not to exceed without prior approval.

Approach #1.....\$20,900

Approach #2.....\$24,500

Additional services not specified in the Scope of Services are available upon request and can be provided on a time and material basis, according to the Fee Schedule shown in Exhibit B.

Professional Services Agreement

Attached you will find our Professional Services Agreement. Please initial each page in the upper right hand corner, sign and date the last page, and return the agreement to us. A fully executed copy will be returned to you for your files. Work cannot begin until we receive a signed agreement.

Schedule

Blair, Church & Flynn is prepared to start design efforts for this project immediately upon acceptance of this proposal, the execution of a Professional Services Agreement and issuance of a notice to proceed. Please contact me directly at (559) 326-1400 when you are ready to proceed.

Closing

We greatly appreciate you choosing Blair, Church and Flynn as a member of your project team. I am confident we will continue to build a great relationship with Bender Rosenthal Inc.

Best regards,

BLAIR, CHURCH & FLYNN CONSULTING ENGINEERS



Randell Scott West, PLS
Land Surveyor

Exhibit A: Spanish Ranch Road Acquisition Layout

GENERAL NOTES:

- COMPLY WITH THE 2010 CALTRANS STANDARD PLANS (INCLUDING REVISED STANDARD PLANS (RSP) AND NEW STANDARD PLANS (NSP)), 2010 CALTRANS STANDARD SPECIFICATIONS AND THE SPECIAL PROVISIONS, THE 2012 CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL, AND THE CALIFORNIA SIGN SPECIFICATIONS.
- FURNISH, INSTALL AND MAINTAIN ALL WARNING SIGNS AND DEVICES (CA MUTCD), AND THE CALIFORNIA SIGN SPECIFICATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING PROPER AND SAFE ROUTING OF THE VEHICULAR AND PEDESTRIAN TRAFFIC DURING THE PERFORMANCE OF THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING THE GENERAL PUBLIC AND PEDESTRIAN SAFETY OF THE WORKING AREA. THE USE OF FLAGGERS, BARRICADES AND CONSTRUCTION SIGNING MUST COMPLY WITH THE 2012 CALIFORNIA MUTCD.
- THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE LOCATION OF ALL EXISTING UTILITIES, AND PROTECTING AND REFARING DAMAGE TO THE EXISTING UTILITIES THAT ARE TO REMAIN. UNDERGROUND SERVICE ALERT (811) TWO WORKING DAYS PRIOR TO WORK COMMENCEMENT.
- UNIT DEMOLITION OF EXISTING FEATURES TO THE ITEMS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIAL PROVISIONS, IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPAIR AND/OR REPLACE ALL EXISTING FEATURES DAMAGED BY CONTRACTOR'S OPERATIONS, AT THE CONTRACTOR'S SOLE EXPENSE.
- THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR PROTECTING EXISTING TREES NOT SCHEDULED TO BE REMOVED BY THIS CONTRACT. REPLACE ANY TREE DAMAGED, AT THE CONTRACTOR'S SOLE EXPENSE, AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR IS COMPLETELY RESPONSIBLE FOR PRESERVING ALL EXISTING MONUMENTS WHICH WILL BE DISTURBED OR REMOVED AS REQUIRED BY CONTRACTOR'S WORK, COORDINATE WITH ENGINEER/SURVEYOR PRIOR TO DISTURBANCE OF EXISTING MONUMENTS, AND RESET MONUMENTS OF PROTECTION FROM BUSINESS AND PROFESSIONAL CONDUCTS AND DOCUMENTATION WITH THE CITY SURVEYOR PURSUANT TO BUSINESS AND PROFESSIONAL CODE.
- MANTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE PROJECT LIMIT.
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING AND NOT INTERRUPTING SERVICE OF EXISTING UTILITIES.
- FIELD VERIFY ALL EXISTING ELEVATIONS.

NOTES

- ① Soper Company - owns both sides of the road on the north approach.
Need 50' wide public road and utility easement & through control parcels.
- ② Need 25' public road and utility easement from Ko No Ht.
- ③ Need 25' public road and utility easement from Brown.

ABBREVIATION	A	AREA
	L	LENGTH
	V	VOLUME

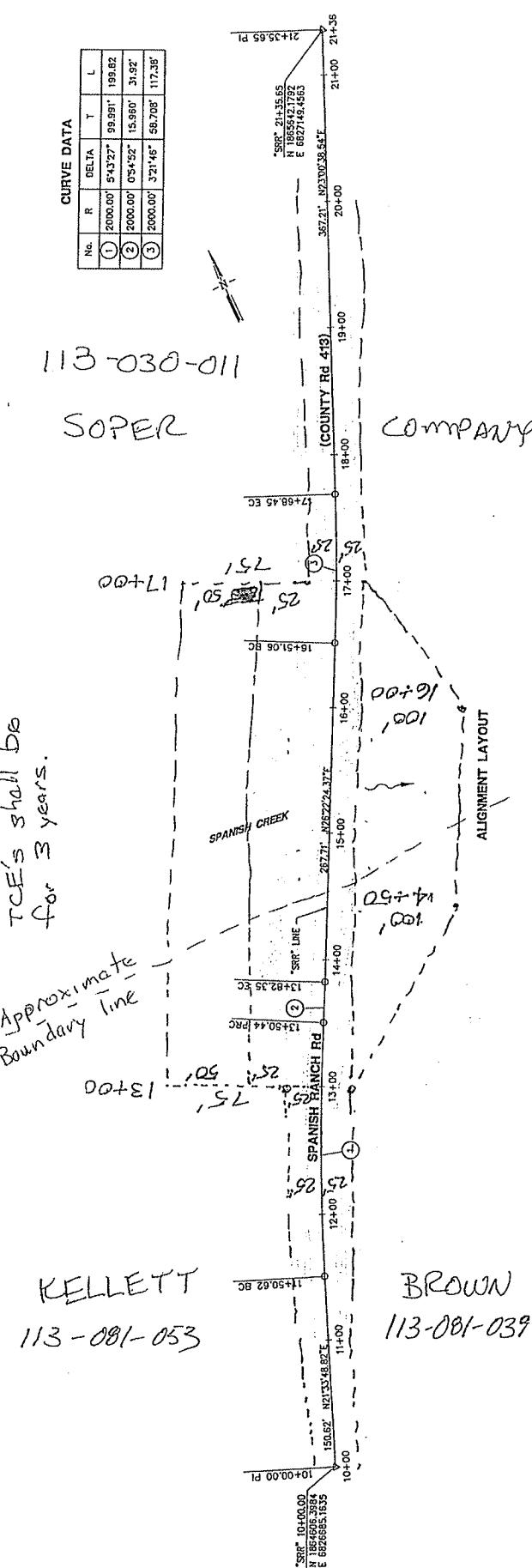


Exhibit B: Professional Services Fee Schedule

General Engineering 2015

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Engineer	\$165.00/Hour
Program Manager	\$160.00/Hour
Professional Civil Engineer 3	\$155.00/Hour
Professional Civil Engineer 2	\$140.00/Hour
Professional Civil Engineer 1	\$130.00/Hour
Assistant Engineer 3	\$110.00/Hour
Assistant Engineer 2	\$105.00/Hour
Assistant Engineer 1	\$97.00/Hour
Professional Land Surveyor 2	\$135.00/Hour
Professional Land Surveyor 1	\$125.00/Hour
Assistant Land Surveyor	\$105.00/Hour
Professional Landscape Architect	\$110.00/Hour
Landscape Designer	\$90.00/Hour
Design Technician	\$100.00/Hour
CAD Technician 3	\$95.00/Hour
CAD Technician 2	\$84.00/Hour
CAD Technician 1	\$68.00/Hour
Environmental, Health & Safety Officer	\$90.00/Hour
Construction Manager	\$120.00/Hour
Construction Inspector	100.00/Hour
Construction Administrator	\$85.00/Hour
Staff Analyst	\$90.00/Hour
Administrative Assistant	\$65.00/Hour
Engineering Aide	\$55.00/Hour
1-Man Survey Party	\$105.00/Hour
2-Man Survey Party	\$170.00/Hour
3-Man Survey Party	\$220.00/Hour
HDS Scanner	\$200.00/Hour
Equipment Rental and Associated Expense	Cost x 1.10
Materials, Printing, Subconsultant Procurement	Cost x 1.10
Mileage	@ Current IRS Rate

Note: Blair, Church & Flynn Consulting Engineers General Engineering Fee Schedule rates are subject to adjustment annually. Survey party and construction inspector rates are also subject to adjustment upon change in "Prevailing Rate" as determined by the Director of Industrial Relations, State of California.

JA

COUNTY SERVICE AREA # 12
PLUMAS COUNTY

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

AGENDA REQUEST

for the February 2, 2016 Meeting of the Governing Board of CSA #12

Date: January 25, 2016

To: Honorable Governing Board

From: Robert Perreault, Director of Public Works and Interim Executive
Director of the Plumas County Transportation Commission

Subject: Review and action on Amendment #3 to the contract between Plumas Rural
Services and CSA #12 for the operation of Plumas Transit Systems; discussion,
possible action and possible direction to staff.

Background:

The costs of the Plumas Transit Systems fleet maintenance have increased beyond levels anticipated by the County under the original Request for Proposals. PRS is currently contracted for \$51,000 in compensation annually for vehicle maintenance. FY 14/15 maintenance costs exceeded \$72,000 and FY 15/16 costs are projected to exceed that amount. Commission staff propose that the vehicle preventive maintenance of CSA #12's transit fleet be conducted by force account for the remainder of FY 15/16 utilizing the Heavy Equipment Mechanics of the County Department of Public Works for labor the County bidding policies and procedures for parts and materials purchases and utilizing the Heavy Equipment Mechanics of the County Department of Public Works for labor as necessary where allowed under Federal Transit Administration regulations.

Scope

This amendment replaces Section 7 and Section 8 of the contract for vehicle maintenance and compensation and adjusts the contract hourly rate to reflect the removal of the responsibility for payment of fleet preventive maintenance services. The current rate for preventive maintenance goods and services provided by third party vendors paid to the Contractor of \$8.57 per vehicle revenue service hour (as adjusted by the contract CPI since FY 13/14) is hereby deleted. The Contractor's transit manager under the County's direction shall continue to obtain quotes for purchases of goods, materials and services necessary for preventive maintenance of the transit fleet at no additional cost to the County. The County shall review and approve all purchases pursuant to the County's Purchasing Policy. Plumas Transit Systems fleet maintenance will become a pass-through cost on the operator's monthly invoice for all preventive maintenance goods and services purchased for the transit fleet.

Recommendation:

The Director of Public Works respectfully recommends that the Governing Board for CSA No. 12 approve, and authorize the Chair to execute, proposed Amendment No. 3 to the existing Operations Contract.

Attachment: Amendment No. 3 to the Operations Contract for Operation of Plumas Transit Systems

AMENDMENT NO. 3
to the
CONTRACT FOR OPERATION
OF PLUMAS TRANSIT SYSTEM

County Service Area #12
Plumas Transit System
Operations Contract

The June 20, 2013 OPERATIONS CONTRACT, by and between the PLUMAS COUNTY SERVICE AREA #12 ("County") and PLUMAS RURAL SERVICES ("Contractor"), is hereby amended on February 2, 2016 as follows:

The County and the operator have identified that the transit bus maintenance budget under the existing contract is insufficient to ensure proper vehicle preventive maintenance of CSA #12's transit fleet.

Background

The costs of the Plumas Transit Systems fleet maintenance have increased beyond levels anticipated by the County under the original Request for Proposals. PRS is currently contracted for \$51,000 in compensation annually for vehicle maintenance. FY 14/15 maintenance costs exceeded \$72,000 and FY 15/16 costs are projected to exceed that amount. Commission staff propose that the vehicle preventive maintenance of CSA #12's transit fleet be conducted by force account for the remainder of FY 15/16 utilizing the Heavy Equipment Mechanics of the County Department of Public Works for labor and the County bidding policies and procedures for parts and materials purchases.

Scope

This amendment replaces Section 7 and Section 8 of the contract for vehicle maintenance and compensation and adjusts the contract hourly rate to reflect the removal of the responsibility for payment of fleet preventive maintenance services. The current rate for preventive maintenance goods and services provided by third party vendors paid to the Contractor of \$8.57 per vehicle revenue service hour (as adjusted by the contract CPI since FY 13/14) is hereby deleted. The Contractor's transit manager under the County's direction shall continue to obtain quotes for purchases of goods, materials and services necessary for preventive maintenance of the transit fleet at no additional cost to the County. The County shall review and approve all purchases pursuant to the County's Purchasing Policy. The County will in turn invoice the PCTC monthly for reimbursement of all preventive maintenance goods and services purchased for the transit fleet.

7. EQUIPMENT AND VEHICLE MAINTENANCE

Replace the existing Section 7 with the following:

From funding allocated in the approved transit budget, the County is responsible to pay for expenses associated with the preventive and corrective maintenance of County transit vehicles. County may elect to provide any vehicle maintenance services by force account. The Contractor shall administer a regular preventive maintenance program per OEM (original equipment manufacturer) recommendations, and arrange corrective maintenance (repairs) for all transit service vehicles, in compliance with California Highway Patrol Terminal Inspection requirements, and all other applicable local, state and federal laws. The Contractor shall notify the County of proposed necessary preventive and corrective maintenance in advance in writing. The County will review and approve recommendations and repairs in writing.

- (a) Preventive Maintenance: Preventive maintenance will include a safety inspection of each vehicle by a qualified maintenance person and servicing appropriate to maximize each vehicles service life. The frequency of preventive maintenance may vary to comply with a transit vehicles warranty requirements and/or vehicle type.
- (b) Corrective Maintenance: The Contractor will arrange to have vehicles repaired as necessary, to provide the required transit services outlined in this agreement. The cost of corrective maintenance is included within the approved annual transit budget. However, CSA #12 and the Commission recognize that emergency maintenance needs may arise requiring timely action to prevent disruptions to scheduled transit service. Thus, the Contractor may request approval to exceed budgeted maintenance levels for emergency maintenance from the Director of Public Works, who is authorized to approve emergency maintenance expenditure to insure continued transit service.

8. COMPENSATION

Replace the existing Section 8 with the following:

(a) The maximum compensation to Contractor for the scope of work outlined in Item 1 shall not exceed the amount(s) approved by the Transportation Commission.

(b) Contractor agrees to pay, and discharge when due, any sales tax assessed by the State of California.

For services satisfactorily provided as set forth herein, COUNTY shall compensate CONTRACTOR in accordance with the rates specified in Exhibit B, Cost Proposal, attached hereto. These rates are inclusive of all costs, expenses, fees, or charges associated with CONTRACTOR's performance of services hereunder, except as otherwise expressly provided in Section 8.

All rates listed in Exhibit B, attached hereto, including fixed, variable, and hourly rates, shall automatically be adjusted annually effective on the 1st day of July, beginning July 1, 2016, based upon the percentage change in the Federal Consumer Price Index for All Urban Consumers (CPI-U), all items, West Region with the index base period of 1982-1984 = 100, as determined by the Federal Bureau of Labor Statistics, measured from the prior year's April data to the current year's April data.

CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Except as otherwise expressly provided in Section 8, the maximum compensation payable under this Agreement shall not exceed the "Maximum Annual Cost" amounts set forth in Exhibit "B", Cost Proposal.

A. Additional Payments and Reimbursements.

(1) Fuel costs will be reimbursed by COUNTY at CONTRACTOR's actual cost as set forth in the RFP.

(2) Engine, transmission, or differential replacement or major overhaul, as directed by COUNTY, will be reimbursed by COUNTY at CONTRACTOR's actual cost as set forth in the RFP.

(3) Preventive maintenance costs, as a p p r o v e d by COUNTY, will be reimbursed by COUNTY at CONTRACTOR's actual cost as set forth in County approved responses to solicitations. The hourly rate previously paid for preventive maintenance costs under the Line Item "Outside Repairs" is hereby deleted.

Vehicle Revenue Hours

As used herein, the term "Vehicle Revenue Hour" is NOT calculated as "Gate to Gate". Revenue hours for fixed route are calculated from first timed stop to last timed stop. Vehicle Revenue hours for demand response are calculated on the service hours available to the public.

Invoicing

CONTRACTOR shall invoice COUNTY on a monthly basis for the services herein. CONTRACTOR shall submit separate invoices for Plumas Transit Services to COUNTY by CSA #12 – Plumas Transit System – Operations Contract – Amendment No. 3

the 10th day of the month for the previous month's service. Invoices shall include the cost of fuel for each service as a separate line item.

In the event COUNTY disputes any portion of CONTRACTOR's invoice, COUNTY make reasonable efforts to notify CONTRACTOR as promptly as feasible. COUNTY shall pay the undisputed portion of the invoice within thirty (30) days of receipt of CONTRACTOR's invoice.

Payment

COUNTY shall pay all undisputed amounts within 30 days of the receipt of CONTRACTOR's invoice.

Fares

CONTRACTOR shall collect fares and other revenue from passengers as directed by COUNTY. COUNTY has the sole right to establish fares and to modify said rates at the time during this Agreement. Fares collected by CONTRACTOR are the property of COUNTY. CONTRACTOR shall deposit fares in its bank account and maintain records of the fares received. At the end of each month, CONTRACTOR shall apply the fares collected as a credit against the CONTRACTOR's charges to COUNTY on the CONTRACTOR's invoice. CONTRACTOR shall establish a fare collection/accounting procedure including control and security measures subject to approval by COUNTY. CONTRACTOR shall provide recommendations regarding transit fares and ensure that passengers comply with established fares.

Other Contract Provisions.

All other contract provisions set forth in the June 20, 2013 OPERATIONS CONTRACT first referenced above remain unchanged.

Attachments:

Exhibit B Revised

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be executed by and through their respective authorized officers, as of the date first above written.

PLUMAS COUNTY SERVICE AREA #12

CONTRACTOR: Plumas Rural Services

Chair, CSA #12

Date:

By:

Title of CONTRACTOR's Representative
authorized to sign contracts.

APPROVED AS TO FORM:

Stephen J. Null, Deputy
County Counsel

Date: 1/22/16

JB

**COUNTY SERVICE AREA # 12
PLUMAS COUNTY**

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

AGENDA REQUEST

For the February 2, 2016 meeting of the Governing Board of CSA #12

Date: January 25, 2016

To: Honorable Governing Board

From: Robert Perreault, Director of Public Works and Interim Executive
Director of the Plumas County Transportation Commission

Subject: Authorize Chair to sign Amendment No. 4 to the existing contract between
Plumas Rural Services and CSA No. 12 for operation of the Transit System.



Background

The Operations Contract executed on June 20, 2013 between CSA No. 12 and Plumas Rural Services will expire on June 30, 2016. This operations contract sets forth the terms for operating the County's transit system, Plumas Transit Systems.

The Operations Contract executed on June 20, 2013 allows for three (3) one-year term extensions, provided that Plumas Rural Services demonstrates satisfactory compliance with performance requirements set for in the June 20, 2013 Operations Contract.

Presently, there are two (2) options:

1. Extend the existing contract for one (1) year, or
2. Publically issue a new Request for Proposals for a new contract, with a 3-year term. (This option will require a 3-4 month solicitation process, including creation of a Project Selection Committee and new review-and-approvals from Caltrans and Federal Transit Administration (FTA).)

Public Works staff has conducted a special meeting to review the options above as well as to conduct an assessment of the Contractor's performance in accordance with the requirements of the existing Operations Contract.

Based on satisfactory compliance with the aforementioned performance requirements, Public Works staff is recommending that the existing Operations Contract be extended for one (1) year, thus revising the contract expiration date from June 30, 2016 to June 30, 2017.

Attached is a draft copy of proposed Amendment No. 4 to the existing contract.

Recommendation:

The Director of Public Works respectfully recommends that the Governing Board for CSA No. 12 approve, and authorize the Chair to execute, proposed Amendment No. 4 to the existing Operations Contract.

Attachment: Amendment No. 4 to the Operations Contract for Operation of Plumas Transit Systems

AMENDMENT NO. 4
to the
CONTRACT FOR OPERATION
OF PLUMAS TRANSIT SYSTEMS

County Service Area #12
Plumas Transit Systems
Operations Contract

COPY

THIS AMENDMENT No.4 is made and entered into this ____ day of February, 2016 (Effective Date), by and between PLUMAS COUNTY SERVICE AREA #12 (CSA #12) and PLUMAS RURAL SERVICES (CONTRACTOR).

WITNESSETH:

A. WHEREAS, the CONTRACTOR has satisfactorily complied with the performance requirements outlined in the June 20, 2013 Operations Contract, and

B. WHEREAS, based on satisfactory compliance with performance requirements set for the June 20, 2013 Operations Contract by the CONTRACTOR, CSA #12 wishes to extend the contract term by one (1) year as permitted by the June 20, 2013 Operations Contract.

NOW THEREFORE, the parties agree to the following:

The June 20, 2013 Operations Contract by and between CSA #12 and CONTRACTOR is hereby amended as set forth below:

TERM AND RENEWAL

The term of June 20, 2013 Operations Contract by and between CSA #12 and the CONTRACTOR shall be extended to June 30, 2017.

Other Contract Provisions.

All other contract provisions set forth in the June 20, 2013 Operations Contract first referenced above shall remain unchanged.

[See Next Page for Signatures]

EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 4 to be executed by and through their respective authorized officers, as of the date first above written.

PLUMAS COUNTY SERVICE AREA #12

Chair, CSA #12

Date: _____

CONTRACTOR: Plumas Rural Services

Michele Pillar
Executive Director, Plumas Rural Services

Date: _____

APPROVED AS TO FORM:

Stephen J. Womell, Deputy
County Counsel

Date: 1/22/16

3

QUINCY LIGHTING DISTRICT
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT
555 Main Street • Quincy, CA 95971 • (530) 283-6222 • Fax (530) 283-6135
Robert A. Perreault, Jr., P.E. County Engineer and Manager, QLD

AGENDA REQUEST

For the February 2, 2016 meeting of the Plumas County Board of Supervisors

January 25, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, Manager, Quincy Lighting District QLD 

Subject: Authorize the Department of Public Works to issue an Encroachment Permit for Placement of "Welcome to Quincy" Banners on Quincy Lighting District (QLD) Owned Light Poles along Main Street in Quincy

Background and Discussion

In 2014, Feather River College, in partnership with the Quincy Chamber of Commerce, submitted an Encroachment Permit Application to place "Welcome to Quincy" seasonal banners on the 21 QLD owned poles located between Court Street and Fillmore Street.

Caltrans issues permits for the placement of banners to the local agency for beautification enhancement of local streets. Once an Encroachment Permit has been applied for and then issued by Caltrans, the local agency can then issue a permit to the business or individual to hang the banners.

The Public Works Department has applied for and received an Encroachment Permit from Caltrans for the placement of banners on utility poles located throughout Quincy and East Quincy. A number of the poles are located on either side of Main Street in Quincy and are owned and maintained by the Quincy Lighting District. Prior to allowing placement of the banners, the Public Works Department is requesting permission from the QLD for placement of the above mentioned banners.

The proposed banners were tentatively approved by the Quincy Design Review Committee during their March 12, 2015 meeting.

Recommendation

Public Works staff respectfully recommends that the QLD Governing Board authorize the Department of Public Works to issue an Encroachment Permit to allow the placement of "Welcome to Quincy" banners on 21 light poles owned by the QLD and located on either side of Main Street in Quincy within the Caltrans right-of-way between December 1st and October 31st of each year.

Attachments: Caltrans Encroachment Permit, No. 0215-NBR-0269

ENCROACHMENT PERMIT

TR-0120 (REV. 6/2000)

Permit No.
0215-NBR-0269

In compliance with (Check one):

Your application of **May 14, 2015**

Utility Notice No. _____ of _____

Agreement No. _____ of _____

R/W Contract No. _____ of _____

Dist/Co/Rte/PM
02-Plu-70-42.94/46.14Date
May 27, 2015

Fee Paid \$ Exempt	Deposit \$
Performance Bond Amount (1) \$	Payment Bond Amount (2) \$

Bond Company

Bond Number (1)	Bond Number (2)
-----------------	-----------------

Customer Reference No.

TO:

Plumas County Public Works
1834 East Main Street
Quincy, CA 95971

Attention: Mark Crews
Phone: 530-283-6033

, PERMITTEE**and subject to the following, PERMISSION IS HEREBY GRANTED to:**

Install and maintain decorative banners as depicted in the attached plan mounted on light and utility poles (no State poles) along State Route 70 at various locations between Post Miles 42.94 and 46.14 in Quincy, Plumas County.

PERMITTEE RESPONSIBILITY: It is understood and agreed by the Permittee that utilizing this permit shall constitute an acceptance of the provisions of this Permit and all attachments.

GENERAL SPECIFICATIONS:

NOTIFY PERMIT INSPECTOR: At least five working days before starting any work (ten days if any lane closures or traffic control will be necessary), notify Permit Inspector Fred Chaffin, telephone 530-604-0387, 1657 Riverside Drive, Redding, CA 96001, who will arrange for inspection and approval of the work covered by this permit.

(Continued)

THIS PERMIT IS NOT A PROPERTY RIGHT AND DOES NOT TRANSFER WITH THE PROPERTY TO A NEW OWNER.

The following attachments are also included as part of this permit (Check applicable):

Yes No General Provisions

Yes No Utility Maintenance Provisions

Yes No Special Provisions Banner Detail and Location Map

Yes No A Cal-OSHA permit, if required: Permit No. _____

Yes No As-Built Plans Submittal Route Slip for Locally Advertised Projects

Yes No Storm Water Pollution Protection Plan

Yes No The information in the environmental documentation has been reviewed and is considered prior to approval of this permit.

In addition to fee, the permittee will be billed actual costs for:

Yes No Review

Yes No Inspection

Yes No Field Work

(If any Caltrans effort expended)

This permit is void unless the work is completed before **December 31, 2016**.

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

1 – Permittee
1 – Chaffin
1 – Quincy Maintenance Supervisor

APPROVED:

JOHN BULINSKI, District Director, District 2

BY:



1 – File

TW

STACEY BARNES, District Permit Engineer, District 2

Name: Plumas County Public Works
Permit No.: 0215-NBR-0269
Date: May 27, 2015

STANDARD SPECIFICATIONS AND STANDARD PLANS: Reference to Standard Specifications shall pertain to the 2010 State of California Standard Specifications including all amendments. The 2010 Standard Specifications are located at the following internet web address:

http://www.dot.ca.gov/hq/esc/oe/specifications/std_specs/2010_StdSpecs/

Any reference to "Contractor" and "Engineer" in the Standard Specifications is amended to read as "Permittee" and "State's Representative" respectively. Any reference to measurement and payment in the Standard Specifications shall not pertain to this permit. Reference to the Standard Plans shall pertain to the 2010 State of California Standard Plans.

GENERAL PROVISIONS: Permittee's attention is directed to the *General Provisions* attachment of this encroachment permit with special attention to items 13, 14, 15, and 26. In case of conflict between the *General Provisions* and the provisions set forth in this encroachment permit, the encroachment permit provisions shall take precedence over and shall be used in lieu of the *General Provisions*.

LIABILITY FOR DAMAGES: Permittee shall be liable for damage to the State highway caused by his operation. Permittee shall hold the State harmless for damage to Permittee's facilities caused by highway maintenance or construction.

TERMS OF PERMIT: Any failure on the part of Permittee or his contractor or agent to abide by the terms of this permit or the directions of State's Representative shall be just cause for immediate stoppage of the work and revocation of the permit.

PUBLIC SAFETY: Permittee shall provide for the safety of traffic and the public in conformance with Section 7-1.04, "Public Safety", of the Caltrans Standard Specifications and these provisions.

WORK HOURS: No work shall be performed during inclement weather, on weekends, on designated holidays, or after 3:00 P.M. on the day preceding designated holidays, unless specifically authorized or directed by State's Representative. See "TRAFFIC CONTROL" section in this permit for additional time restrictions for work requiring lane closures.

EQUIPMENT ON ROADWAY: All equipment used on the paved surface of the State highway shall be rubber tired or rubber tracked, unless authorized by State's Representative, and shall comply with the legal weight requirements for operation on a State highway.

PROSECUTION OF WORK: Once work authorized by this permit is begun, it shall be diligently prosecuted to completion. Should suspension of work be necessary for any reason, trenches and excavations shall be closed (backfilled and compacted), and the area graded, obstructions removed, and erosion control measures installed to the satisfaction of State's Representative.

CONDITION OF WORK SITE: When the permitted work is complete, the area within the State right of way shall be left in a neat and non-erodible condition to the satisfaction of State's Representative. All surplus material and debris shall be disposed of in a lawful manner outside the State right of way.

COPY OF PERMIT ON SITE: A copy of this encroachment permit shall be kept at the project site at all times.

BANNERS:

CONTENT: The banners shall not contain private advertising, whether in text or logo format, nor be of a political nature.

SIGHT DISTANCE: Banners shall not obscure traffic signals along State Route 70. Banners are not to be installed in a way that will block sight distance at the intersections. Bottom of banners shall be no less than 7 feet above adjacent sidewalks.

STATE OWNED FACILITIES: Suspension or installation of decorative banners on State owned traffic signal poles or other State owned facilities is prohibited.

Name: Plumas County Public Works
Permit No.: 0215-NBR-0269
Date: May 27, 2015

DURATION OF BANNER PLACEMENT: Banners may remain in place for up to three months (per Plumas County).

BANNER CONDITION: Banners shall be removed and replaced if they become worn or are torn.

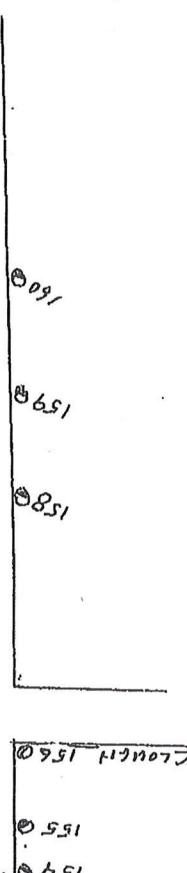
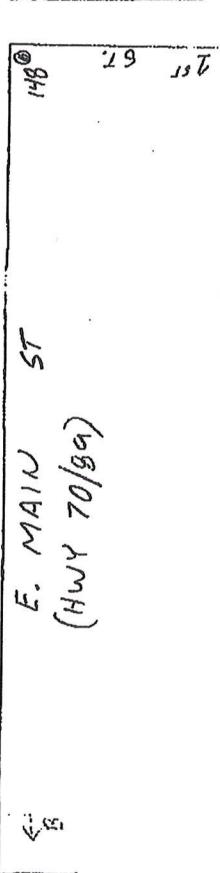
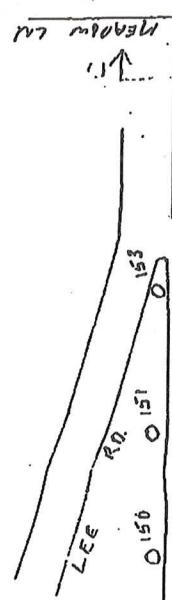
TRAFFIC CONTROL:

PRIOR APPROVAL: Before any work is begun which will interrupt the normal flow of public traffic, approval shall be obtained from State's representative.

SHOULDER CLOSURE: Whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

ADVANCE NOTIFICATION FOR LANE OR SHOULDER CLOSURES: **By noon Monday, Permittee shall submit a schedule of planned lane and shoulder closures for the following week period**, defined as Saturday through the following Friday. If Monday is a designated holiday, the schedule shall be delivered on Tuesday. Permittee shall submit a completed copy of the attached *Permit Closure Schedules* form by fax to the Caltrans District 2 Encroachment Permit office at fax number (530) 225-3097. If a fax is unavailable, the schedule may be called in by voice telephone at (530) 225-3400.

NOTIFICATION FOR LANE OR SHOULDER CLOSURES: **Permittee shall notify the Caltrans District 2 Encroachment Permit office by telephone at (530) 225-3400 at the time a lane or shoulder closure is installed, and again when the closure has ended.** Permittee shall provide the following information; Permittee's name, encroachment permit number, location (county, route and post mile limits), direction of closure (e.g., southbound, eastbound, full road), and the time when installing or ending the closure. For weekends and after hours, Permittee shall leave a message at the above telephone number, with the details as indicated. **Permittee shall also notify Encroachment Permits office if a scheduled closure is cancelled.** **Permittee MUST call to report status each day a closure has been requested.**



Closes

MEADOW LN

Walls

REF 65

151

REF 65 ↑ 3

Highway of Heroes
Cathy Beach
PO Box 1718
Quincy CA 95971
Cell: 530-394-7985

PAGE 2 of 2

36"

Welcome to **QUINCY**

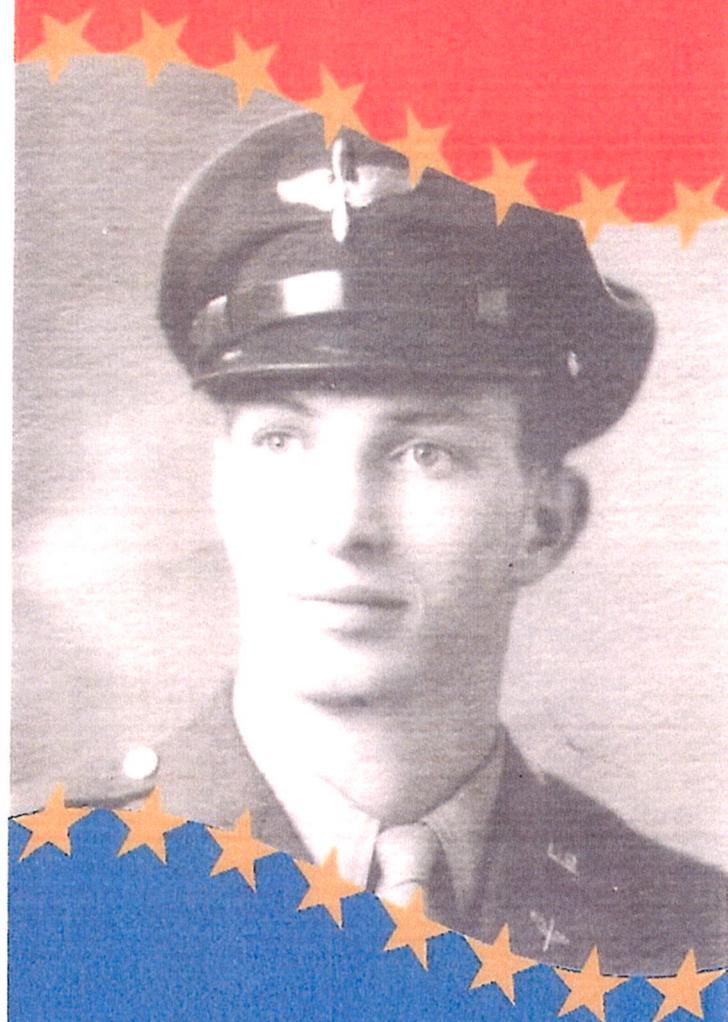


Home of Feather River College

18"

36"
or
18"

LAND *of the* FREE BECAUSE *of the* BRAVE



Tracy Ned Hall
Air Force

36"
or
18"

72"

112"

DaForno, Nancy

Subject: FW: Backup For February Meeting

Dear Supervisor:

I have contacted Nancy DeForno and asked her to add us to the February 2nd meeting for discussion of possible action in regards to a Visitor Guide Ad. I have talked with Rodger Nielson at Feather Publishing and he has informed me he has the authority to waive the \$300 color charge if you decide to go with a color ad, which would be Patty and my recommendation. The cost for setting up the ad would be handled in our retainer, and we would most likely base a lot of the design on the 8x9 brochure we recently completed. So, the decision by the board will be what size ad they would like to take out, should they decide to take an ad out in the meeting on the 2nd. As we indicated in our last email, we suggested a 1/8 or 1/4 page ad. However, given that they are willing to waive the color set-up fee of \$300, the half page ad might be an option as well.

The options and pricing are as follows:

- 1/2 page ad Horizontal (7.25" x 4.6") or Vertical (3.5" x 9.5") is \$725 including tax.
- 1/4 page ad Horizontal (7.25" x 2.2") or Vertical (3.5" x 4.6") is \$435 including tax.
- 1/8 page ad Horizontal (3.5" x 2.2") or Vertical (1.7" x 4.6") is \$275 including tax.

Also, if we do choose to purchase an ad, we have until February 17 to get them the design mechanical, which means we will have time to proof and review it.

Both Patty and I think this is a great way to get the word out about the County's website for a minimal investment.

Thanks,
Michael & Patty

The pricing I sent you was the non-discounted pricing, but that should be included too.

Thanks!

Michael

On Jan 27, 2016, at 11:37 AM, DaForno, Nancy <PCBS@countyofplumas.com> wrote:

You asked for February 2nd

From: Michael Clawson [<mailto:michael@bigfishcreations.com>]
Sent: Wednesday, January 27, 2016 11:31 AM
To: DaForno, Nancy
Subject: Backup For February Meeting

FEATHER PUBLISHING CO., INC.

Roger Nielsen—Advertising Representative
Phone: 530-832-4646 • Fax: 530-832-5319
rnielsen@plumasnews.com

2016 Plumas County Visitor's Guide

• Deadline: February 12, 2016

- 100,000+ Distribution
- No rate increase for display advertising
- Account Holders – No billing until May

Please call to reserve your advertising space ~ 832-4646

Advertising Rates & Sizes

Entire magazine now printed on glossy paper

Black and White ad prices

Size	Price	W	X	H	Ad Code
Full Page <small>w/bleed see below*</small>	\$1,275	8.25"	×	10.5"	(FPB)
Full Page	\$1,250	7.25"	×	9.5"	(FP)
1/2 Page Horz.	\$725	7.25"	×	4.6"	(HPH)
1/2 Page Vertical	\$725	3.5"	×	9.5"	(HPV)
1/4 Page Horz.	\$435	7.25"	×	2.2"	(QPH)
1/4 Page Regular	\$435	3.5"	×	4.6"	(QPR)
1/8 Page Regular	\$275	3.5"	×	2.2"	(EPR)
1/8 Page Vertical	\$275	1.7"	×	4.6"	(EPV)
1/16 Page	\$165	1.7"	×	2.2"	(SP)

Color Charges

One Spot Color \$100 • Full Process Color \$300



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

5A1

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

ELLIOTT SMART
DIRECTOR

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

DATE: JANUARY 19, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 2, 2016

RE: REQUEST TO FILL A VACANT SOCIAL SERVICES AIDE POSITION AS
SOON AS ADMINISTRATIVELY POSSIBLE



It is Recommended that the Board of Supervisors

Authorize the Department of Social Services to fill a vacant Social Services Aide position as soon as administratively possible.

Background and Discussion

The Department has experienced a vacancy in the position of Social Services Aide. This position is critical to public safety and the safety of children as this position is assigned a support role in the Child Protective Services unit.

Financial Impact

There is no financial impact to the County General Fund. Funds to support this position come from the 2011 Public Safety Realignment of Child Protective Services.

Copies: DSS Management Staff
Sharyl Preskitt, Human Resources Director

Enclosures (3)

Position Classification: Social Worker Aide

FTE: 1.00

Budgeted Position: Yes

Mandated Program: Yes

Position Description: The Social Worker Aide position assigned to the Child Protective Services program is responsible for a number of duties that are connected with the placement of Dependant Children of the Juvenile Court in foster care. This position's duties are can include scheduling Court ordered child and family visitations and obtaining transportation and a driver for such visits. The Social Worker Aide is also responsible for scheduling reviews of non-relative extended family member and relative caregiver homes and approving such homes for the purposes of placing abused or neglected children with those persons. This position also interacts with the Foster Care Benefits Assistance Counselor for purposes of assuring the benefits and assistance is provided to foster parents on a timely basis.

Funding Sources: Funding to support this position comes from federal pass through dollars and 2011 Realignment dollars. There is no cost to the County General Fund associated with this position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Position: Social Services Aide – 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 this summer?

Answer: We no longer have capacity to perform the duties of this vacant position due to increasing requirements for visitations, etc.

- How long has the position been vacant?

Answer: The position became vacant as of January 14, 2016.

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

Answer: No.

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

Answer: Other counties utilize Social Worker Aides in similar ways to assist with protecting children.

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

Answer: Child Protective Services

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

Answer: The state allocates funds to Counties to fulfill the mandate the requires Counties to provide services to abused and neglected children. In the absence of filling this position, such funds would go unutilized.

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

Answer: The Department has developed a variety of budget reduction strategies that are dependent upon state policy decisions. Other Departments could be impacted by such reduction strategies.

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

Answer: No.

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

Answer: No.

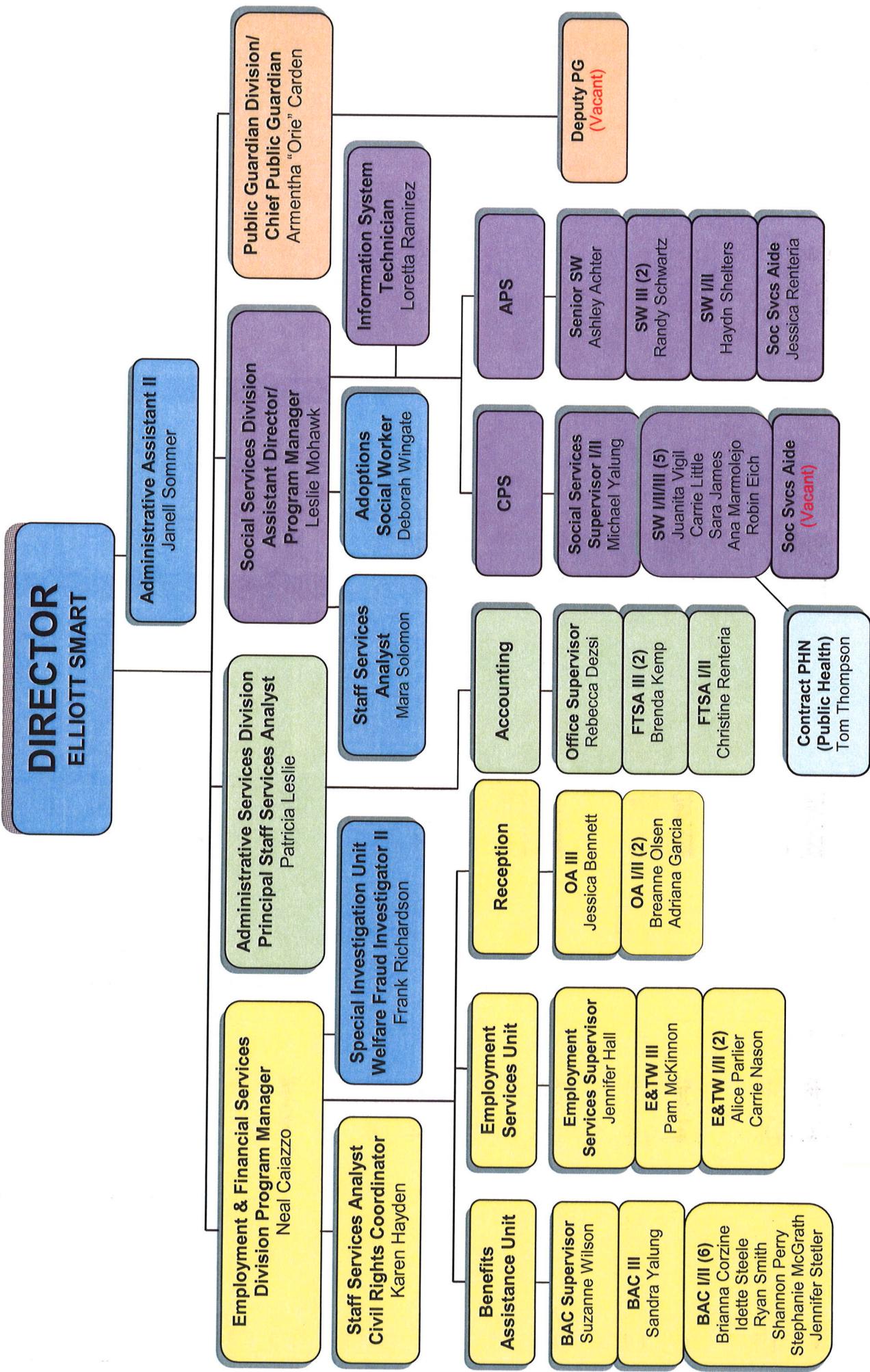
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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

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

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

PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES & PUBLIC GUARDIAN





5A2

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART
DIRECTOR

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

DATE: JANUARY 21, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

A handwritten signature of Elliott Smart, Director of the Department of Social Services.

SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 2, 2016, CONSENT AGENDA

RE: AUTHORIZE THE DEPARTMENT OF SOCIAL SERVICES TO EXECUTE
A LETTER OF EXTENSION TO A CONTRACT WITH ENVIRONMENTAL
ALTERNATIVES FOR TRAINING PROVIDED TO RELATIVES AND
NON-RELATIVE EXTENDED FAMILY MEMBERS WHO HAVE FOSTER
CHILDREN PLACED IN THEIR CARE.

It is Recommended that the Board of Supervisors:

1. Approve a letter of extension for a contract between the Department of Social Services and Environmental Alternatives, Inc. for training provided to relatives and to non-relative extended family members who have foster children placed in their care.
2. Authorize the Director of the Department of Social Services to sign the letter of extension as the Board's designee.

Background and Discussion

For the past ten years the Department of Social Services has been engaged in a continuing Outcome Improvement Process for Child Welfare Services (CWS). These processes result in triennial System Improvement Plans that identify objectives and goals targeted to improving outcomes for children who come into the CWS system. In developing this plan, the Department relied on significant input from our community-based and public agency partners. The collaborative process with our partners assisted the Department in identifying strengths and challenges in our CWS system and helped us select and prioritize outcome areas that should be targeted for improvement.

Among the recommendations that have been consistently identified in the process are strategies targeted to improving the stability of placements for children who are

removed from their homes. As elements of that strategy, the following specific goals have been identified:

- Increase the number of children who are placed with their relatives and with non-relative extended family members.
- Provide training and other supports to foster parents, relatives and non-relative extended family members.

Since adopting this strategy, the Department has increasingly sought out relatives and non-relative extended family members as placements for abused and neglected children. As a result, last year more than half of the children removed from abusive homes were placed with relatives or non-relative extended family members.

These goals are also consistent with legislation adopted by the California Legislature in 2015. Under AB 403 of 2015, a legislative action plan was adopted that includes strategies to create partnerships with resource families. Those strategies include providing necessary supports to such families including training.

In order to move forward with the training element of this strategy, on June 12, 2012, the Board of Supervisors approved a contract with Environmental Alternatives to deliver training to relative and non-relative extended family members who have children placed with them. The matter before your Board today is to extend that agreement for the current fiscal year. In addition, the Department is requesting authority to execute an extension of the agreement for the 2017-2018 fiscal year subject to an agreement on compensation.

Financial Impact

The agreement specifies a compensation rate for training services of \$20.00 per hour for actual training hours. The compensation limit is \$5,000 however that amount can be increased if costs exceed that amount. The approved Department budget includes funds for these services.

Other Agency Involvement

The Office of County Counsel approved the original agreement as to form.

Copies: Human Services Department Heads
 PCDSS Management Staff

Enclosure



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

ELLIOTT SMART
DIRECTOR

(530) 283-6350
Fax: (530) 283-6368
Toll Free: (800) 242-3338

February 3, 2016

Mr. Tim Wilkinson, Executive Director
Environmental Alternatives
P.O. Box 3940
Quincy, CA 95971

Dear Mr. Wilkinson,

On February 2, 2016, the Plumas County Board of Supervisors authorized the Department of Social Services to execute a letter of extension for the contract with Environmental Alternatives for the provision of training to relative and non-relative extended family members who have foster children placed with them.

In accordance with that authorization, this letter constitutes our offer to continue to contract with Environmental Alternatives for the current fiscal year under the same terms and conditions as previously specified in the agreement covering 2012-2013. Those terms include an agreed upon compensation rate of \$20.00 per hour for actual training hours up to a maximum of \$5,000.00.

If these terms are acceptable to Environmental Alternatives, please sign and return a copy of this letter to our office. In the event that you have questions, please direct them to Leslie Mohawk, Program Manager.

SINCERELY,
PLUMAS COUNTY DEPT. OF SOCIAL SERVICES

ELLIOTT SMART, DIRECTOR

Accepted:

Tim Wilkinson, Executive Director

Date

PLUMAS COUNTY LIBRARY

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



5B
Lynn Sheehy
County Librarian

DATE: January 8, 2016

TO: Honorable Board of Supervisors

FROM: Lynn Sheehy, County Librarian

RE: AGENDA ITEM FOR FEBRUARY 2, 2016

It is recommended that the Board:

Approve the supplemental budget amount of \$31,450 from the State Library and approve an increase in expenditure budgets for Department 20675 as specified below.

Background:

During the budget process for the 2015-2016 fiscal year, it was anticipated that Plumas County Literacy would receive \$36,000 based on previous year's amounts. In a letter dated November 3, 2015 from State Librarian Greg Lucas, Plumas Literacy was informed that they were to receive the amount of \$67,450 for the 2015-2016 fiscal year, an addition of \$31,450 than was anticipated. Changes in funding is based on an increase or decrease in the number of adult learners served, and/or an increase or decrease in the amount of local funds expended on adult literacy the previous year. In addition, the Legislature and the governor added \$2 million in ongoing funding for library literacy programs this year.

It is recommended that the budgets be increased for the following accounts : \$14,000 in Office Expenses #521800; \$14,450 in Books #524510; \$1,000 in the Greenhouse Project #527400; \$1,000 In County Travel #527400; and \$1,000 in Professional Services #521900, for a total of \$31,450.



Office of the Sheriff

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

5c1

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: January 13, 2016

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Item for the meeting of February 9, 2016

RECOMMENDATION:

Approve budget transfer for the Jail in the amount of \$35,000.00. Transfer is for \$30,000.00 from Regular Wages (51000) and \$5,000.00 from Group Insurance (51090) to Other Wages (51020).

BACKGROUND & DISCUSSION:

The FY 15/16 Administrative and Budgetary Controls require transfers from wages and benefits to be approved by the Board of Supervisors.

This is a budget transfer request for the Jail in the amount of \$35,000.00 transferring funds from Regular Wages (51000) and Group Insurance (51090 to Other Wages (51020).

There are currently several vacant full time positions within the Jail. The Jail has been using extra help and reserves to cover shifts. The salary savings from the vacancies is being transferred to cover the shortage of funds in Other Wages.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

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)

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

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) Transfer to cover shortage in account

B) Vacant position have resulted in salary savings

C) Expenses incurred this fiscal year _____

D) N/A

Approved by Department Signing Authority:

Bon Journey

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: 10/10/2013 Initials: AS

INSTRUCTIONS:

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

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

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

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

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



Office of the Sheriff

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

5c2

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: January 14, 2016

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Item for the meeting of February 16, 2016

RECOMMENDATION:

Approve budget transfer for the Jail in the amount of \$6,000.00 from Retirement (51080) to Professional Services-Medical & Dental (521980).

BACKGROUND & DISCUSSION:

The FY 15/16 Administrative and Budgetary Controls require transfers to/from wages and benefits to be approved by the Board of Supervisors.

This is a budget transfer request for the Jail in the amount of \$6,000.00 transferring funds from Retirement (51080) to Professional Services-Medical & Dental (521980).

The expenses for inmate medical and dental services have been extraordinarily high this fiscal year. These costs are uncontrollable as there are minimum health care requirements that must be provided to inmates housed at the Jail.

There have been and currently are vacant positions full time positions within the Jail budget. The savings from the vacancies in Retirement is being transferred to cover the additional costs for inmate medical and dental.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: JAIL Dept. No: 70380 Date 1/14/2016

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)

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

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) Transfer to cover shortage in account

B) Vacant full time positions have resulted in salary savings

C) Expenses to be incurred this fiscal year

D) N/A

Approved by Department Signing Authority: Ron Journe

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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

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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.



Office of the Sheriff 5c3

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: January 12, 2016

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Item for the meeting of February 2, 2016

RECOMMENDATION:

Approve budget transfer for OHV/OSV in the amount of \$2,500.00 from Overtime (51060) to Other Wages (51020).

BACKGROUND & DISCUSSION:

The FY 15/16 Administrative and Budgetary Controls require transfers within wages and benefits to be approved by the Board of Supervisors.

This is a budget transfer request for OHV/OSV in the amount of \$2,500.00 transferring funds from Overtime (51060) to Other Wages (51020).

The OSV/OHV grant is written to provide a minimum amount of Reserve Deputy patrols and the amount for Other Wages was inadvertently added to Overtime during the budget process. This transfer will allow the Reserve wages to be charged to the grant budget.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Dept. No: 70384

Date 1/12/2016

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)

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

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) Transfer to cover Reserve wages for OSV grant

B) Wages budgeted to OT in error

C) Expenses to be incurred this fiscal year

D) N/A

Approved by Department Signing Authority:

Ron Lowry

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date: _____

Digitized by srujanika@gmail.com

Initials

INSTRUCTIONS:

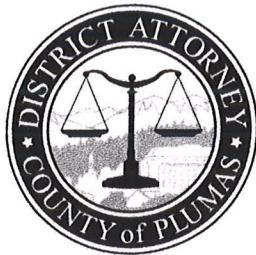
Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

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

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

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

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



OFFICE OF THE DISTRICT ATTORNEY

David Hollister, District Attorney

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

Date: **January 25, 2016**
To: **Honorable Board of Supervisors**
From: **David Hollister, District Attorney**
Agenda: **Item for February 2, 2016**

Recommendation:

- A. Approve and authorize The District Attorney to sign an agreement between the County of Plumas and Feather River College for \$80,635.00; approved as to form by County Counsel.
- B. Approve and authorize The District Attorney to sign an agreement between the County of Plumas and Feather River College for \$81,984.00; approved as to form by County Counsel.
- C. Approve a supplemental budget request in the amount of \$81,984 for the Bridges Project Grant and \$80,635.00 for the Bridges Mise En Place Program.

Background and Discussion

The Alternative Sentencing Program in partnership with the Plumas County Jail and Sheriff's Office as well as Feather River College (FRC) has been awarded 2 grants totaling \$162,619 to begin work on implementing new vocational, educational and skill building programs for offenders in the Criminal Justice System of Plumas County. These grants will allow us to build programs that focus on job training, education and transitioning from incarceration into employment within our county. Through these programs we hope to see a decrease in recidivism, an increase in employment as well as higher education for our participants.

The grant funding is allocated for workbooks, supplies, and computer equipment for use by the students enrolled in the programs. Also funded with this grant are professional services from FRC staff and some salary expense for jail staff and Alternative Sentencing staff.

5E

ENGINEERING DEPARTMENT

555 MAIN STREET • QUINCY, CA 95971 • (530) 283-6222 • FAX (530) 283-6135

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

County Engineer

AGENDA REQUEST

for the February 2, 2015 Meeting of the Plumas County Board of Supervisors

Date: January 25, 2016

To: Honorable Board of Supervisors

From: Robert Perreault, County Engineer

Robert A. Perreault Jr.

Subject: Trailhead Subdivision – Consider and Approve the First Amendment to the Subdivision Agreement and Authorize Signature by the Chair

Background and Information:

In 2007, the Trailhead Subdivision Agreement had been approved by the County and was bonded in the amount of \$1,286,610. Infrastructure improvements were constructed and the bond was subsequently approved by the County Engineer to be reduced to \$305,000. At some date thereafter, the subdivision project entered Foreclosure and then became under the ownership responsibility of the Plumas Bank.

The Plumas Bank has been attempting to sell the Subdivision, but one of the difficulties has been the fact that the existing Bond runs with the land and the existing owner remains liable until the bond is released. In an attempt to overcome such a bonding difficulty, the existing owner is requesting that the attached “First Amendment” be adopted as a revision to the Subdivision Agreement.

The existing owner has coordinated with the County Engineer and the Deputy County Counsel. The County Engineer is supportive of the proposed First Amendment and the Deputy Counsel has approved same as form. This matter was considered by the Board of Supervisors on November 3, 2015 and again on November 10, 2015. Deputy County Counsel and the Bank representative have reached agreement on language revised since November 2015.

Attached are copies of the “Subdivision Agreement for the Trailhead Unit 1,” dated Nov 6, 2007, and the revised, proposed “First Amendment to Subdivision Agreement for Trailhead Unit 1.”

Recommendation:

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

That the Board of Supervisors approve the “First Amendment to Subdivision Agreement for Trailhead Unit 1,” dated February 2, 2016, and authorize the First Amendment to be executed by the Chair of the Board of Supervisors.

SUBDIVISION AGREEMENT FOR THE TRAILHEAD UNIT 1

THIS AGREEMENT entered into this 6th day of November, 2007 by and between the BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, hereinafter referred to as "COUNTY," and Trailhead Developers LLC, a California Limited Liability Company, hereinafter referred to as "PRINCIPAL".

WITNESSETH:

WHEREAS, Section 9-3 701 of the Plumas County Codes provides that if streets, roads, utilities, and other facilities are not improved in a manner satisfactory to "COUNTY" prior to the approval of a final subdivision map, the owners of the subdivision may enter into an AGREEMENT with the Board of Supervisors to complete such improvements in consideration of the approval of said final subdivision map by said Board.

WHEREAS, Section 9-3 702 of the Plumas County Code requires that said AGREEMENT be secured by a surety bond or other security: and WHEREAS, the parties hereto desire to enter into such AGREEMENT.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- 1) The "COUNTY" agrees to approve the final map of the subdivision presented to it by the "PRINCIPAL" and designated The Trailhead, Unit No. 1, and to accept on behalf of the public, all lands, rights of way and easements therein offered in dedication, in accordance with the conditions hereinafter set forth.
- 2) In consideration thereof the "PRINCIPAL" agrees to commence work on such improvements of streets and roads, utilities, and other facilities, not later than ninety (90) days after the date the final subdivision map is recorded, and to complete work on or before one year after the date of said commencement unless such time of commencement is extended for good and sufficient reason by the Board of Supervisors. The improvements referred to herein are as follows:
 1. Those civil improvements shown on the approved subdivision improvement drawings labeled Subdivision Improvement Plans for The Trailhead, Unit No. 1.
 2. Wastewater disposal improvements associated with The Trailhead, Unit No. 1 subdivision.
 3. Wastewater treatment improvements associated with The Trailhead, Unit No. 1 subdivision.
- 3) Upon completion of all improvements in accordance with Plumas County Code, responsibility for maintenance shall be assumed by a special district or by the property owners themselves, as may be arranged by PRINCIPAL and property owners. Plumas County shall assume no responsibility for maintenance of the improvements.
- 4) "PRINCIPAL" shall notify the County Engineer of the commencement of the work of improvements.

5) "PRINCIPAL" agrees to remedy any defects in the improvements arising from faulty or defective construction to any improvements occurring within (12) months after acceptance thereof.

6) "PRINCIPAL" shall indemnify and hold harmless the "COUNTY" from any and all loss, damage, or liability resulting from "PRINCIPAL'S" performance or non-performance of his duties under this AGREEMENT, including acts of his agents, servants and employees.

7) If the construction of the improvements should be delayed without fault of the "PRINCIPAL," the time for the completion thereof may be extended by the "COUNTY" for such period of time as the "COUNTY" may deem reasonable.

8) Security furnished by "PRINCIPAL" shall be in the total aggregate amount of \$ 1,286,610.00 which shall secure performance by the Principal of the following.

A) Satisfactory completion by "PRINCIPAL" of the improvements required by the AGREEMENT, identified as the items described below in items 8E and 8F for The Trailhead, Unit No. 1.

B) Payment in full to the contractor, any subcontractors, as well as all persons furnishing labor, materials or equipment used in connection with the improvements remaining to be completed and referred to in Section 8A above.

C) Principal further agrees that of the total security of \$ 1,241,610.00 the sum of \$ 62,080.00 (5%) shall be held as security to guarantee the improvements against defects in construction and materials for a period of one-year following completion of the improvements required by the AGREEMENT.

D) Security for wastewater treatment (a future wastewater treatment facility), in the amount of \$ 45,000 to be released when the Principal deposits the amount of \$ 45,000 with the Walker Ranch Community Service District.

E) Security for wastewater disposal improvements identified on the construction estimate approved the California Regional Water Quality Control Board for The Trailhead, Unit No. 1 in the amount of \$ 23,400.00.

F) Security in the amount of \$ 1,218,210.00 for those civil improvements shown on the approved subdivision improvement drawings labeled Subdivision Improvement Plans for The Trailhead, Unit No. 1.

9) "PRINCIPAL" shall deposit with "COUNTY" security in the amount required by paragraph 8 in one or more of the following forms at the option of and subject to the approval of "COUNTY".

A) Bond or bonds by one or more duly authorized corporate sureties in the form required by Sections 66499.1 and 66499.2 of the Government Code.

B) A deposit, either with the local agency or responsible escrow agent or trust company, at the option of the local agency, of money or negotiable bonds of the kind approved for securing deposits of public monies.

C) An instrument of credit from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the ACT or AGREEMENT are on deposit and guaranteed for payment.

"COUNTY" shall promptly release this security to "PRINCIPAL" after "PRINCIPAL" furnishes satisfactory evidence to "COUNTY" that the conditions of the security have been satisfied in accordance with Section 66499 7 of the Government Code Security given for faithful performance may be released upon the partial performance and acceptance of the work as it progresses, upon the request of the PRINCIPAL, and in increments of approximately 25%.

10) Where title to the subdivided property is held by the record owner thereof under a holding agreement, this agreement and any bond given pursuant thereto, may be executed by the real party or parties in interest.

11) Any extension of time hereunder shall not operate to release the surety on the bond filed pursuant to this AGREEMENT. In this connection, the surety waives the provisions of Section 2819 of the Civil Code of the State of California.

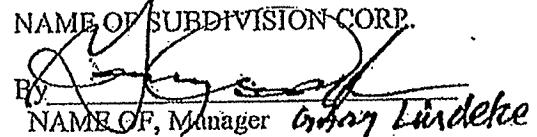
COUNTY OF PLUMAS, a political subdivision
Of the State of California

By _____
Chairman of the Board of Supervisors

NAME OF SUBDIVISION-CORP.

By _____

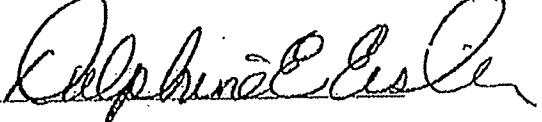
NAME OF Manager



ATTEST:

By _____
Clerk of the Board of Supervisors

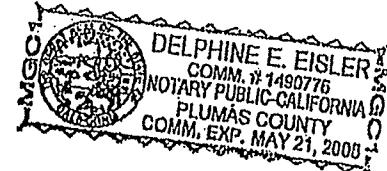
NOTARY:

By 

Approved as to form:

By _____
County Counsel — County of Plumas

SEAL:



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

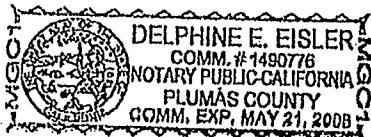
State of California
County of Plumas. } ss.

On 9-6-07 before me, Delphine E. Eisler
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Gary Lavelle
Signature(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory
evidence

to be the person(s) whose name(s) is/are
subscribed to the within instrument and
acknowledged to me that he/she/they executed
the same in his/her/their authorized
capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or
the entity upon behalf of which the person(s)
acted, executed the instrument.

WITNESS my hand and official seal.



Delphine E. Eisler
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent
fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subdivision Agreement

Document Date: 9-6-07

Number of Pages: 3

Signer(s) Other Than Named Above: _____

Subdivision
notary

Capacity(ies) Claimed by Signer

Signer's Name: _____

Individual

Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney-In-Fact
 Trustee
 Guardian or Conservator
 Other: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer Is Representing: _____

COPY

FIRST AMENDMENT TO SUBDIVISION AGREEMENT
FOR TRAILHEAD UNIT 1

THIS FIRST AMENDMENT TO SUBDIVISION AGREEMENT FOR TRAILHEAD UNIT 1 (the "First Amendment") is entered into this 2nd day of February, 2016, by and between the BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, hereinafter referred to as "COUNTY," and Plumas Bank, hereinafter referred to as "OWNER."

WITNESSETH:

WHEREAS, OWNER acquired ownership of that certain development known as "The Trailhead, Unit 1" subdivision located in the County of Plumas, California (the "Subdivision") after its foreclosure against the original owner and developer, Trailhead Developers, LLC (the "Original Developer");

WHEREAS, as a condition to the COUNTY's approval of the final map for the Subdivision, the COUNTY required the Original Developer to enter into that certain Subdivision Agreement for Trailhead Unit 1, dated November 6, 2007 (the "Agreement"), and to post a bond in the amount of \$1,286,610.00 to guarantee completion of the infrastructure improvements and payment for all labor and materials related to the same;

WHEREAS, the Original Developer posted a bond issued by Developers Surety and Indemnity Company, Bond No. 879779S (the "Bond"), in the amount of \$1,286,610 on October 5, 2007;

WHEREAS, the Original Developer completed some of the Subdivision's infrastructure improvements prior to the foreclosure, and OWNER and the COUNTY agreed to reduce the Bond to \$305,000 after OWNER's foreclosure to reflect the County's estimate of the cost of the remaining infrastructure improvements under the Agreement, all as set forth in the COUNTY's October 21, 2009, letter to the bonding company;

WHEREAS, OWNER has been attempting to sell the Subdivision but has run into difficulties because the Bond runs with the land and the OWNER remains liable on the Bond until it is released; and

WHEREAS, OWNER is not in the business of developing land, and OWNER and COUNTY desire to facilitate the transfer of the Subdivision to a new developer/owner to put the land to productive use by allowing the posting of substitute security for the Bond and a release of the Bond, all as set forth in greater detail below.

AGREEMENT

1. Posting of Substitute Security and Release of Bond. COUNTY agrees that OWNER or OWNER's successor-in-interest in ownership of the Subdivision may, but shall not be required to, post substitute security for the Bond in the amount of \$305,000, which shall supersede the security required under Section 8 of the Agreement. In accordance with Section 9 of the Agreement, the substitute security may be a bond, a cash deposit (money or negotiable bonds), or an irrevocable letter of credit from one or more financial institutions subject to regulation by the state or federal government and pledging the necessary funds to carry out the Agreement. Such substitute security shall be subject to the prior written approval of the COUNTY, such approval not to be unreasonably or untimely withheld. The COUNTY's Engineer is authorized to approve substitute security under this Section 1 in his or her discretion. Provided that substitute security is posted in accordance with this Section 1, the COUNTY agrees to cause the release of the Bond as soon as reasonably possible. The Bond shall remain in full force and effect unless and until OWNER or OWNER's successor-in-interest posts substitute security in accordance with this Section 1.

2. Updated Engineer's Estimate. If substitute security is posted under Section 1 above, the then-owner of the Subdivision must submit an updated engineer's estimate to the COUNTY for its review and approval prior to commencing any additional infrastructure work under the Agreement. The updated engineer's estimate shall reflect the estimated costs to complete all infrastructure work under the Agreement under current conditions. The amount of security posted under Section 1 shall be adjusted according to the COUNTY-approved new engineer's estimate, and shall be reduced if the engineer's estimate is lower or increased if the engineer's estimate is higher. If the engineer's estimate is higher, then no infrastructure work under the Agreement may be commenced until the amount of the increased security is posted with the COUNTY.

3. Extension of Time. The COUNTY hereby asserts that, as of the date of this First Amendment, it is unaware of any event or circumstance that would constitute a default under the Agreement. Any timelines for the completion of infrastructure shall hereby be extended under Section 2 of the Agreement for so long as security is posted with the COUNTY in the amounts required by the Agreement as amended by this First Amendment.

4. Miscellaneous. To the extent this First Amendment is in conflict with the provisions of the Agreement, this First Amendment shall control. In all other respects, the Agreement shall remain in full force and effect and is incorporated herein by reference as if fully set forth herein. The Agreement and this First Amendment shall be binding on the successors, assigns, and transferees of the OWNER in ownership of the Subdivision.

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

By: _____
Sharon Thrall
Chairman of the Board of Supervisors

Attest:

By: _____
Nancy DaForno
Clerk of the Board of Supervisors

Approved as to form:

By: Stephen L. Mansell 1/15/16
Stephen L. Mansell
Deputy County Counsel

PLUMAS BANK

By: AR
Name: ANDREW RUBACK
Title: PRESIDENT & CEO

BOARD OF SUPERVISORS

TERRY SWOFFORD, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHERRIE THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5



February 02, 2016

The Honorable Jay Obernolte
California State Assembly
State Capitol, Room 4116
Sacramento, CA 95814

RE: SUPPORT ASSEMBLY BILL 1642 (OBERNOLTE)

Dear Assemblyman Obernolte,

On behalf of the Plumas County Board of Supervisors, I am pleased to report that our Board has decided to support AB 1642, which would increase the payment due date of the Fire Prevention Fee from 30 days from the date of assessment to 60 days.

Created by the Legislature and Governor as part of the 2011 Budget, the Fire Prevention Fee charges property owners \$152.33 for each habitable structure located in a State Responsibility Area (SRA), with a \$35 reduction if they live within the boundaries of a local fire protection district. About 700,000 rural Californians receive a yearly Fire Prevention Fee bill, due 30 days from the date on the notice.

Due to the rural nature of those being billed, many individuals do not receive their bills in a timely manner. Additionally, many of these individuals are on fixed incomes, making it nearly impossible for them to pay their Fire Prevention Fee by the 30-day deadline.

Increasing the payment due date of the Fire Prevention Fee from 30 to 60 days will ensure greater compliance with the law by giving all owners of habitable structures in an SRA more time to receive their bills. AB 1642 will also give those taxpayers on fixed incomes more time to adjust their budgets.

For these reasons, Plumas County is supporting AB 1642.

Sincerely,

Sherrie Thrall, Chair

Plumas County Board of Supervisors



FACT SHEET

JAY OBERNOLTE
Assemblyman, 33rd District



Assembly Bill 1642 – Fire Prevention Fee Due Dates

SUMMARY

AB 1642 (Obernolte) would extend the period for paying or disputing a fire prevention fee from 30 days to 60 days from the date of assessment.

BACKGROUND

The fire prevention fee is assessed annually on owners of habitable structures located on a parcel within a State Responsibility Area (SRA). The SRA does not include lands within city boundaries or in federal ownership. Generally speaking, the SRA is comprised of rural areas, including the state's wildlands and watersheds.

Under Public Resources Code (PRC) Section 4213, the annual fire prevention fee is due and payable to the Board of Equalization (BOE) 30 days from the date of assessment. Additionally, PRC Section 4220 provides a 30-day period to dispute the fee by filing a petition for redetermination.

If a taxpayer misses the 30 day filing deadline to appeal the assessed liability, the determined fee is final and must be paid. However, if a taxpayer files a timely petition they are not required to pay the fee until BOE makes a final ruling in regard to the dispute.

PROBLEM

Despite the efforts of BOE and the Department of Forestry and Fire Protection (CalFire) to clarify the fire fee billings, improve communications and publications, and educate fee payers about the petition process, many homeowners have expressed concern that the 30-day period does not allow them sufficient time to pay or dispute the fee.

The reasons given generally include mail delays in rural areas, difficulty understanding fire fee bills, financial stress on fixed-income property owners, and a lack of time to obtain assistance and documentation.

SOLUTION

AB 1642 would give property owners 60 days to pay or dispute the fire prevention fee, rather than the 30 days allowed under existing law. This would allow sufficient time for those residents to review their assessments and account for any delays.

STAFF CONTACT INFORMATION

John Thompson
(916) 319-2033
john.thompson@asm.ca.gov

DEPUTY SHERIFF-LAW AND CODE ENFORCEMENT DEPUTY**DEFINITION**

1. Perform law enforcement and crime prevention work; to investigate incidents; to serve as deputy coroner, and to do related work as required; to provide POST and STC certified law enforcement training in a variety of disciplines, including state legislative mandated training to all law enforcement agencies, to review and update departmental policies and procedures; to perform expert witness duties in Law Enforcement Practices, Use of Force, to provide legal updates on statutes and case law pertaining to law enforcement.
2. Administers operations and functions of the Plumas County Code Enforcement Office; independently conducts field investigations of potential violations of State and County regulations and codes pertaining to land use, zoning, health and safety, environmental health, housing, building code regulations and ordinances, and abandoned vehicle abatement; investigates complaints and issues citations for code violations ,develop and present proposals for necessary revisions of County Code, and perform other related duties as required.

DISTINGUISHING CHARACTERISTICS

1. This is a fully trained classification for the performance of professional law enforcement work. Incumbents perform a wide range of law enforcement assignments. While an incumbent may be assigned to a specific area of law enforcement, he/she must be capable of performing assignments in other areas.
2. This position requires extensive knowledge of land use, building and environmental health regulations, and skill in professional investigation procedures. Plumas County Code Enforcement Officers are charged by the Board of Supervisors with the authority to issue citations and make arrest, as appropriate, in the enforcement of Chapter 8 of Title 5, Titles 6, 8 and 9 of the Plumas County Code, and Section 373(a), 374.4, and 402b of the Penal Code.

REPORTS TO

Sheriff, Assistant Sheriffs

CLASSIFICATIONS SUPERVISED

Code Enforcement Officer and other staff as assigned.

DEPUTY SHERIFF-LAW AND CODE ENFORCEMENT DEPUTY – 2

EXAMPLES OF DUTIES

- Patrols assigned areas and answers calls for protection of life and property.
- Conducts preliminary and follow-up investigations.
- Interrogates witnesses.
- Gathers evidence and takes statements in connection with suspected criminal activities.
- Substantiates findings of fact in court.
- Serves warrants/civil papers and makes arrests.
- Investigates accidents.
- Assists and cooperates with other law enforcement agencies, responding to incidents, conducting investigations and making arrests.
- Dispatches law enforcement personnel.
- May transport mental health clients.
- May be assigned to assist with fingerprinting or fingerprint classification work.
- Photographing or makes sketches at crime scenes.
- May lift latent prints and takes plaster casts at crime scenes.
- Searches files for information.
- May develop photographs.
- Keeps firearms and other equipment in good working condition.
- Prepares detailed reports of all activities and incidents.
- Functions as a Deputy Coroner.
- May be assigned to facilitate communications with other law enforcement agencies.
- May perform staff administrative duties such as training, background investigations, crime prevention, public relations, and school liaison work.
- May be assigned to assist with follow-up, in-depth investigations for the preparation of charges in criminal cases.
- May secure search warrants and criminal complaints, preparing detailed reports.
- May make public speaking engagements at schools, fairs, official meetings and service clubs, serving as a Department spokesperson.
- May function as an undercover officer to conduct in-depth investigations for the detection and prevention of the sale of narcotics and the arrest of drug offenders.
- May perform special law enforcement assignments such as Field Training Officer, Search and Rescue, SWAT, Canine, and other areas.
- May provide legal advice and perform legal services to the Sheriff and other county officers and employees in their official capacities as described above.
- May provide training in a variety of disciplines to both law enforcement and other county personnel.
- May review and develop policies and procedures countywide.
- May provide legal updates on statutes and case law pertaining to law enforcement.

(Code Enforcement)

- Investigates alleged violations of State and County regulations and code governing land use, zoning, health and safety, environmental health, housing, building code regulations and ordinances, and abandoned vehicle abatement.
- Interprets and applies laws, court decisions, and civil guidelines.
- Interprets and applies policies, procedures, rules and regulations.

DEPUTY SHERIFF-LAW AND CODE ENFORCEMENT DEPUTY – 3

Example of Duties (Code Enforcement continued)

- Obtains compliance with applicable regulations and codes through enforcement and other approved means.
- Identifies substandard residences and initiates legal processes to terminate or limit their habitation as necessary.
- Documents fire damaged structures and require timely repair or other activity to assure public safety.
- Documents violations identified and determine requirements for compliance.
- Compiles affidavits and warrant service documentation, obtains and serves warrants; compiles and issues such citation notices, orders and other legal documents as necessary.
- Determines and initiates appropriate enforcement inclusive of abatement orders, “stop work” orders, non-compliance filings, and citations and physical arrests.
- Evaluates corrected violations for compliance with conditions of applicable regulations and codes.
- Coordinates investigations and enforcement with other agencies and departments.
- Researches and analyzes building and land use permit records, County Assessor parcel maps, records of the County Recorder, vehicle and owner records of the State, legal references, technical references, and the available records of the courts and law enforcement agencies.
- Presents cases, programs or evidence to the Board of Supervisors.
- Promotes media and public program exposure to attain voluntary compliance and community support.
- Presents case evidence in Superior Court; recommends Deed Restrictions and other land use limitations.
- Prepares and maintains a variety of confidential and public reports and documents.
- Plumas County Code Enforcement Officers are charged by the Board of Supervisors with the authority to issue citations and make arrests.
- California and federal statutes and cases and their application to governmental jurisdictions.
- The principles of Civil, Constitutional, and Administrative Law.
- Legal research methods.
- Principles, techniques, and practices of effective business administration.
- Budget development and expenditure control.
- Public personnel management and employer-employee relations.
- Public administration.
- Principles of supervision, training, and staff evaluation.
- Performs specialized and complex legal cases and research.
- Examines evidence, interviews witnesses, and investigates the scenes of crimes.
- Researches questions of law.
- Anticipates and prepares for legal reasoning of defense attorneys.

DEPUTY SHERIFF-LAW AND CODE ENFORCEMENT DEPUTY – 4

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, and climb stairs and ladders; walk on sloped, slippery, and/or uneven surfaces; ability to stoop, kneel, or bend to pick up or move objects weighing up to 100 pounds with help; crawl through various areas moving on hands and knees; physical ability to restrain prisoners; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office, detention facility, courtroom, and outdoor environments; unusual exposure to life-threatening situations; days, evenings, weekends, and driving environments; work is performed in urban and rural settings, in mountains, agricultural areas, and arid regions; work is performed in varying types of weather, varying temperature, humidity, and catastrophic weather conditions; exposure to dust, chemicals, gases, dampness, insects, disease, and other hazardous materials and conditions; continuous contact with staff and the public frequent encounters with difficult and sometimes hostile and belligerent individuals and situations; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF/ABILITY TO

(Deputy Sheriff)

- Modern law enforcement methods and procedures, including patrol, crime prevention, traffic control, bailiff, correctional facility, and basic crime scene investigation.
- Laws of apprehension, arrest, and custody of persons accused of felonies and misdemeanors.
- Rules of evidence pertaining to search and seizure and the preservation and presentation of evidence.
- Laws applicable to the apprehension, retention, and treatment of juveniles.
- Recent court decisions affecting arrest procedures and the handling of suspects and detained persons.
- The general geography and topography of Plumas County.
- Use and care of Department authorized fire arms.
- First aid techniques.
- Principles of criminal identification and fingerprint classification.
- Perform a wide variety of professional law enforcement work.
- Understand and interpret laws and regulations relating to arrest, rules of evidence, and the apprehension, retention and treatment of prisoners and juveniles.
- Understand and interpret the Code of Civil Procedures and Civil Processes.
- Carefully observe incidents and situations, accurately remembering names, faces, numbers, circumstances, and places.
- Secure information from witnesses and suspects.
- Make independent judgments and adopt quick, effective, and responsible courses of action during emergencies.

DEPUTY SHERIFF-LAW AND CODE ENFORCEMENT DEPUTY – 4

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF/ABILITY TO - Continued

- Write clear and comprehensive reports.
- Meet standards of adequate physical stature, endurance and agility.
- Demonstrate technical and tactical proficiency in the use and care for firearms.
- Operate a motor vehicle under critical and unusual conditions.
- Effectively represent the Sheriff's Department in contacts with the public and other law enforcement agencies.
- Establish and maintain cooperative relationship with those contacted during the course of work

(Code Enforcement).

- Progressive principles of public administration, administration, organization, and Management.
- Effective training and personnel practices and techniques
- Budget procedures and techniques
- Principles and practices of personnel administration and management
- California Vehicle Code; California Penal Code.
- Interpret and apply California Code of Regulations, State Housing Act of California and Health and Safety Code sections regulating Employee Housing, Housing for Human Habitation, Mobile homes, Manufactured Homes, Special Occupancies, Building Standards Code, Electrical Code, Plumbing Code and Mechanical Code
- Interpret and apply Plumas County Code; Title 1, General Provisions; Title 2, Administration; Title 4, Public Safety; Title 5, Public Welfare; Title 6, Sanitation and Health; Title 7, Public Works; Title 8, Building Regulations; Title 9, Planning and Zoning; Abandoned Vehicle Abatement, as set forth in Chapter 8 of Title 5 of said Code.
- Court processes and procedures, case presentation and prosecution, and courtroom demeanor.
- Interpret and apply principles and practices of search and seizure laws; collection and processing of evidence; laws of detention, citation, warrant and arrest.
- Qualities and uses of various construction materials, accepted standards and methods of building construction, accepted methods and techniques of building and code enforcement inspections.
- Photography equipment and photography, principles of crime scene photography, processing, preservation and presentation of photographic evidence.
- Terms, definitions, formats and content for legal documents, serving, filing or otherwise processing legal documents.
- Federal and State programs for sampling, testing and mitigation of lead paint, mold, and toxic mold.
- Hazardous materials, hazardous waste disposal, hazardous materials

DEPUTY SHERIFF-LAW AND CODE ENFORCEMENT DEPUTY – 4

KNOWLEDGE OF/ABILITY TO

Code Enforcement Continued

contamination and mitigation, inclusive of lead and lead paint contamination.

- Practices, tools, equipment and material used in the construction trades.
- Administer and direct the functions and operations of a civil and criminal law enforcement agency.
- Plan, organize, implement and direct a comprehensive code enforcement program.
- Effectively supervise, lead, motivate, control, develop, and discipline subordinate personnel.
- Organize the resources, personnel and activities to achieve and maintain maximum efficiency and effectiveness.
- Provide staff support to the Directors of Planning and Building Services and Environmental Health, the Building Official, and other county administrators as required.
- Communicate effectively, both verbally and in writing.
- Effectively work under stress, pressure, heavy work volume, competing priorities, and hazardous conditions in conditions of varying degrees of comfort and safety.
- Develop plans and goals and objectives to guide agency and personnel effort.
- Provide for the adequacy, security and confidentiality of agency operational and other records and record systems, as required by law, policy or procedure.
- Maintain high standards of operation and function through leadership, integrity, loyalty, perseverance, fortitude, compassion, stability and public service.
- Plan and conduct detailed investigations, evaluate evidence and conditions of aggravation and mitigation, and initiate appropriate enforcement action to obtain compliance.
- Analyze a combination of complex laws, regulations, evidence, circumstances and environmental conditions to arrive at a resolution of operational situations and conditions.
- Compile detailed, concise, accurate, objective oriented reports, presentations and programs, make effective oral and written presentations, make effective presentations to the Board of Supervisors and other governmental panels, present effective public and media presentations.
- Issue infraction or misdemeanor citations and make physical arrests as provided by the Penal Code and Plumas County Code.
- Enforce codes and regulations with uniformity, impartiality and tact.
- Effectively coordinate activities and operations with allied agencies, inclusive of planning and development of responsibilities for mutual support.
- Deal tactfully and courteously with the public, media, coworkers and other governmental agencies.
- Maintain effective media and public relations to promote support of the code enforcement function and the highest levels of voluntary compliance attainable.
- Compile and process a variety of legal documents and forms.
- Read and understand maps relating to surveys, zoning, subdivisions, land parcels and general orientation and directions.
- Proficiently use inspection tools, measuring devices, drafting aids, cameras, and

DEPUTY SHERIFF-LAW AND CODE ENFORCEMENT DEPUTY – 5

DESIRABLE QUALIFICATIONS

KNOWLEDGE OF/ABILITY TO

Code Enforcement Continued

other assigned equipment.

- Complete assigned projects in a timely efficient manner.
- Exercise personal initiative in the undertaking and completion of job responsibilities.
- Perform all aspects of job responsibilities independent of regular supervision.
- Conduct emergency activities in a calm, poised and professional manner and provide support to allied agency personnel in potentially dangerous or hostile situations or environments.
- Renders legal opinions in writing and orally in response to requests from Sheriff, County officers and department heads.
- Analyze facts and apply legal principles and precedents to specific local government problems.
- Develop legal issues and present clear and logical arguments and statements of fact and law.

REQUIREMENTS:

Training and Experience:

One (1) year of previous law enforcement experience equivalent to Deputy Sheriff I with Plumas County.

Special Requirements: Graduation from a Peace Officer Standards and Training Commission (P.O.S.T) certified academy.

Peace Officer Standards and Training (P.O.S.T) Advance Certificate

Possession of First Aid and CPR certificates.

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

and

(Code Enforcement)

Possession of, or ability to qualify for, American Association of Code Enforcement (AACE) or International Code Council (ICC) certification as a Zoning Enforcement Officer, a Property Maintenance and Housing Inspector, Certified Code Enforcement Officer, and California Office of Emergency Services certification as a Disaster Service Worker, within 12 months of hire. Such certification must be maintained throughout employment.

and

DEPUTY SHERIFF-LAW AND CODE ENFORCEMENT DEPUTY – 6

Broad and extensive professional legal experience in civil work, preferably including experience in working with the legal problems of a government jurisdiction, particularly law enforcement.

Active membership in the State Bar of California.

Special Requirements

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

CODE ENFORCEMENT OFFICER

DEFINITION:

Under general supervision will independently conduct field investigations of potential violations of State and County regulations and codes pertaining to land use, zoning, health and safety, environmental health, housing, building code regulations and ordinances, and abandoned vehicle abatement; investigates complaints and issues citations for code violations; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

This classification performs a wide variety of responsible and difficult code enforcement duties, with minimum supervision. It is distinguished from the Chief Code Enforcement Officer in that the latter performs the more complex code enforcement duties and has supervisory responsibility. Plumas County Code Enforcement Officers are charged by the Board of Supervisors with the authority to issue citations and make arrest, as appropriate, in the enforcement of Chapter 8 of Title 5, Titles 6, 8 and 9 of the Plumas County Code, and Sections 373(a), 374.4 and 402b of the Penal Code.

REPORTS TO:

Director, Planning and Building or Chief Code Enforcement Officer

CLASSIFICATIONS DIRECTLY SUPERVISED:

None.

CODE ENFORCEMENT OFFICER - 2

EXAMPLES OF DUTIES:

- Investigates alleged violations of State and County regulations and code governing land use, zoning, health and safety, environmental health, housing, building code regulations and ordinances, and abandoned vehicle abatement.
- Interprets and applies laws, court decisions, and civil guidelines.
- Interprets and applies policies, procedures, rules and regulations.
- Obtains compliance with applicable regulations and codes through enforcement and other approved means.
- Identifies substandard residences and initiates legal processes to terminate or limit their habitation as necessary.
- Documents fire damaged structures and require timely repair or other activity to assure public safety.
- Documents violations identified and determine requirements for compliance.
- Compiles affidavits and warrant service documentation, obtains and serves warrants; compiles and issues such citation notices, orders and other legal documents as necessary.
- Determines and initiates appropriate enforcement inclusive of abatement orders, "stop work" orders, non-compliance filings, and citations and physical arrests.
- Evaluates corrected violations for compliance with conditions of applicable regulations and codes.
- Coordinates investigations and enforcement with other agencies and departments.
- Researches and analyzes building and land use permit records, County Assessor parcel maps, records of the County Recorder, vehicle and owner records of the State, legal references, technical references, and the available records of the courts and law enforcement agencies.
- Presents cases, programs or evidence to the Board of Supervisors.
- Promotes media and public program exposure to attain voluntary compliance and community support.
- Presents case evidence in Superior Court; recommends Deed Restrictions and other land use limitations.
- Prepares and maintains a variety of confidential and public reports and documents.
- Plumas County Code Enforcement Officers are charged by the Board of Supervisors with the authority to issue citations and make arrests.

TYPICAL PHYSICAL REQUIREMENTS:

Ability to climb, stoop, crawl, crouch, and kneel, sit for extended periods; frequently stand and walk; ability to work on high steep, uneven, slippery or unstable terrain or structures; normal manual dexterity, eye-hand coordination; corrected hearing and vision to normal range; verbal communications; lift and move object weighing 25 pounds; physical strength and agility for self-defense or combative arrests; use of office and field equipment including computers, telephones, calculator, copiers, FAX, scanner, laminator, digital cameras, compasses, automated printers, digital photo printer, GIS equipment.

CODE ENFORCEMENT OFFICER - 3

TYPICAL WORKING CONDITIONS:

Work is performed in office, outdoors, days, evenings, weekends, and driving environments; work is performed in urban and rural settings, in mountains, agricultural areas, and arid regions; work is performed in varying types of weather, varying temperature and humidity, and catastrophic weather conditions; exposure to dust, chemicals, gases, dampness, insects, disease, and other hazardous materials and conditions; frequent encounters with difficult and sometimes hostile and belligerent individuals and situations; continuous contact with staff and the public.

KNOWLEDGE OF/ABILITY TO

- Interpret and apply California Vehicle Code; California Penal Code, California Code of Regulations, State Housing Act of California and Health and Safety Code sections regulating Employee Housing, Housing for Human Habitation, Mobilehomes, Manufactured Homes, Special Occupancies, Building Standards Code, Electrical Code, Plumbing Code and Mechanical Code
- Interpret and apply Plumas County Code; Title 1, General Provisions; Title 2, Administration; Title 4, Public Safety; Title 5, Public Welfare; Title 6, Sanitation and Health; Title 7, Public Works; Title 8, Building Regulations; Title 9, Planning and Zoning; Abandoned Vehicle Abatement, as set forth in Chapter 8 of Title 5 of said Code.
- Court processes and procedures, case presentation and prosecution, and courtroom demeanor.
- Interpret and apply principles and practices of search and seizure laws; collection and processing of evidence; laws of detention, citation, warrant and arrest.
- Qualities and uses of various construction materials, accepted standards and methods of building construction, accepted methods and techniques of building and code enforcement inspections.
- Photography equipment and photography, principles of crime scene photography, processing, preservation and presentation of photographic evidence.
- Terms, definitions, formats and content for legal documents, serving, filing or otherwise processing legal documents.
- Federal and State programs for sampling, testing and mitigation of lead paint, mold, and toxic mold.
- Hazardous materials, hazardous waste disposal, hazardous materials contamination and mitigation, inclusive of lead and lead paint contamination.
- Practices, tools, equipment and material used in the construction trades.
- Analyze a combination of complex laws, regulations, evidence, circumstances and environmental conditions to arrive at an interpretation in resolution of operational or administrative problems or activities.
- Compile detailed, concise, accurate, objective oriented reports, presentations and programs, make effective oral and written presentations.
- Enforce regulations and codes with impartiality and tact.
- Deal tactfully and courteously with the public, media, coworkers and other governmental agencies.

CODE ENFORCEMENT OFFICER – 4

- Compile and process a variety of legal documents and forms.
- Read and understand maps relating to surveys, zoning, subdivisions, land parcels and general orientation and directions.
- Proficiently use inspection tools, measuring devices, drafting aids, cameras, and other assigned equipment.
- Complete assigned projects in a timely efficient manner.
- Maintain high standards of conduct through integrity, loyalty, perseverance, fortitude, compassion and public service.
- Exercise personal initiative in the undertaking and completion of job responsibilities.
- Perform all aspects of job responsibilities independent of regular supervision.
- Conduct emergency activities in a calm, poised and professional manner and provide support to associated agency personnel in potentially dangerous or hostile situations or environments.

TRAINING AND EXPERIENCE:

- Two (2) years experience equivalent to a Plumas County Building Inspector II, a Plumas County Plans Checker II or Plans Checker-Inspector II, Senior Planner, Code Enforcement Officer, or two (2) years holding a current and valid California Building Official Association's Building Official credential, **and**

Three (3) years experience in a law enforcement capacity with significant work involving direct violator contact, citation and/or arrest authority, and prosecution of civil or criminal violations

Graduation from an accredited college or university with major degree work in planning, architectural design or drafting, administration of justice, criminal, constitutional or civil law or law enforcement, may be substituted for one (1) year of experience.

- Possession of, or ability to qualify for, American Association of Code Enforcement (AACE) or International Code Council (ICC) certification as a Zoning Enforcement Officer, a Property Maintenance and Housing Inspector, Certified Code Enforcement Officer, and California Office of Emergency Services certification as a Disaster Service Worker, within 12 months of hire. Such certification must be maintained throughout employment.
- Possession of a California Basic Peace Officer Standards and Training Certification or possession of a certification as specified at Section 832 of the California Penal Code, or the ability to obtain such 832 P.C. certification within 12 months of hire. . Such certification must be maintained throughout employment.

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

CHIEF CODE ENFORCEMENT OFFICER

DEFINITION:

Under general direction, administers and supervises the duties, operations and functions of the Plumas County Code Enforcement Office; independently conducts field investigations of potential violations of State and County regulations and codes pertaining to land use, zoning, health and safety, environmental health, housing, building code regulations and ordinances, and abandoned vehicle abatement; investigates complaints and issues citations for code violations ,develop and present proposals for necessary revisions of County Code, and perform other related duties as required.

DISTINGUISHING CHARACTERISTICS:

This is a mid-management position which is responsible for administering the Plumas County Code Enforcement Office, program and personnel. Exercises direct supervision of code enforcement operations, systems and personnel. This supervisory position requires extensive knowledge of land use, building and environmental health regulations, and skill in professional investigation procedures. Plumas County Code Enforcement Officers are charged by the Board of Supervisors with the authority to issue citations and make arrest, as appropriate, in the enforcement of Chapter 8 of Title 5, Titles 6, 8 and 9 of the Plumas County Code, and Section 373(a), 374.4, and 402b of the Penal Code.

REPORTS TO:

Director, Plumas County Department of Planning and Building

CLASSIFICATIONS DIRECTLY SUPERVISED:

Plumas County Code Enforcement Officer,
Staff, as assigned, for fiscal and legal clerical functions

CHIEF CODE ENFORCEMENT OFFICER - 2

EXAMPLES OF DUTIES:

- Administers State and County codes, policies, procedures, rules and regulations applicable to the Code Enforcement Office, its business and employees.
- Directs and supervises code enforcement functions, operations, investigations, records, legal process, criminal and civil enforcement activities, personnel, policies and procedures.
- Supervises the program for recovery of costs of enforcement and abatement, including coordinating the Abatement Lien process with County Counsel.
- Investigates alleged violations of State and County regulations and code governing land use, zoning, health and safety, environmental health, housing, building code regulations and ordinances, and abandoned vehicle abatement.
- Interprets and applies laws, court decisions, and civil guidelines; interprets and applies policies, procedures, rules and regulations, and develops such guidelines for approval as applicable.
- Identifies substandard residences and initiates legal processes to terminate or limit their habitation as necessary.
- Maintains records of fire damaged structures and requires timely repair or other activity to assure public safety.
- Documents violations identified and determine requirements for compliance.
- Obtains compliance with applicable regulations and codes through enforcement and other approved means.
- Compiles affidavits, prepares warrants and warrant service documentation, obtains and serves warrants; compiles and issues such violation notices, orders and other legal documents as necessary; determines and initiates appropriate enforcement inclusive of abatement orders, "stop work" orders, non-compliance filings, and citations and physical arrests.
- Evaluates corrected violations for compliance with conditions of applicable regulations and codes.
- Coordinates investigations and enforcement with other agencies and departments.
- Researches and analyzes building and land use permit records, County Assessor parcel maps, records of the County Recorder, vehicle and owner records of the State, legal references, technical references, and the available records of the courts and law enforcement agencies.
- Presents cases, programs or evidence to the Board of Supervisors as appropriate, presents case evidence to, or prosecutes cases in Superior Court.
- Promotes media and public program exposure of programs to attain voluntary compliance.
- Initiates Deed Restrictions and other land use limitations.
- Maintains records of performance of subordinate employees, including performance evaluation, training, counseling, commendations and discipline; initiates developmental training, counseling and discipline of subordinates as necessary to maintain effective and appropriate performance of the employees, their conduct and functions. Prepares and maintains a variety of confidential and public reports and documents.
- Plumas County Code Enforcement Officers are charged by the Board of Supervisors with the authority to issue citations and make arrests.

CHIEF CODE ENFORCEMENT OFFICER - 3

TYPICAL PHYSICAL REQUIREMENTS:

Ability to climb, stoop, crawl, crouch, and kneel, sit for extended periods; frequently stand and walk; ability to work on high steep, uneven, slippery or unstable terrain or structures; normal manual dexterity, eye-hand coordination; corrected hearing and vision to normal range; verbal communications; lift and move object weighing 25 pounds; physical strength and agility for self-defense or combative arrests; use of office and field equipment including computers, telephones, calculator, copiers, FAX, scanner, laminator, digital cameras, compasses, automated printers, digital photo printer, GIS equipment.

TYPICAL WORKING CONDITIONS:

Work is performed in office, outdoors, days, evenings, weekends, and driving environments; work is performed in urban and rural settings, in mountains, agricultural areas, and arid regions; work is performed in varying types of weather, varying temperature, humidity, and catastrophic weather conditions; exposure to dust, chemicals, gases, dampness, insects, disease, and other hazardous materials and conditions; frequent encounters with difficult and sometimes hostile and belligerent individuals and situations; continuous contact with staff and the public.

KNOWLEDGE OF/ABILITY TO

- Progressive principles of public administration, administration, organization, and management
- Effective supervisory, training and personnel practices and techniques
- Budget procedures and techniques
- Principles and practices of personnel administration and management
- California Vehicle Code; California Penal Code.
- Interpret and apply California Code of Regulations, State Housing Act of California and Health and Safety Code sections regulating Employee Housing, Housing for Human Habitation, Mobile homes, Manufactured Homes, Special Occupancies, Building Standards Code, Electrical Code, Plumbing Code and Mechanical Code
- Interpret and apply Plumas County Code; Title 1, General Provisions; Title 2, Administration; Title 4, Public Safety; Title 5, Public Welfare; Title 6, Sanitation and Health; Title 7, Public Works; Title 8, Building Regulations; Title 9, Planning and Zoning; Abandoned Vehicle Abatement, as set forth in Chapter 8 of Title 5 of said Code.
- Court processes and procedures, case presentation and prosecution, and courtroom demeanor.
- Interpret and apply principles and practices of search and seizure laws; collection and processing of evidence; laws of detention, citation, warrant and arrest.
- Qualities and uses of various construction materials, accepted standards and methods of building construction, accepted methods and techniques of building and code enforcement inspections.
- Photography equipment and photography, principles of crime scene photography, processing, preservation and presentation of photographic evidence.
- Terms, definitions, formats and content for legal documents, serving, filing or otherwise processing legal documents.
- Federal and State programs for sampling, testing and mitigation of lead paint, mold, and toxic mold.

CHIEF CODE ENFORCEMENT OFFICER – 4

- Hazardous materials, hazardous waste disposal, hazardous materials contamination and mitigation, inclusive of lead and lead paint contamination.
- Practices, tools, equipment and material used in the construction trades.
- Administer and direct the functions and operations of a civil and criminal law enforcement agency.
- Plan, organize, implement and direct a comprehensive code enforcement program.
- Effectively supervise, lead, motivate, control, develop, and discipline subordinate personnel.
- Organize the resources, personnel and activities to achieve and maintain maximum efficiency and effectiveness.
- Provide staff support to the Directors of Planning and Building Services and Environmental Health, the Building Official, and other county administrators as required.
- Communicate effectively, both verbally and in writing.
- Effectively work under stress, pressure, heavy work volume, competing priorities, and hazardous conditions in conditions of varying degrees of comfort and safety.
- Develop plans and goals and objectives to guide agency and personnel effort.
- Provide for the adequacy, security and confidentiality of agency operational and other records and record systems, as required by law, policy or procedure.
- Maintain high standards of operation and function through leadership, integrity, loyalty, perseverance, fortitude, compassion, stability and public service.
- Plan and conduct detailed investigations, evaluate evidence and conditions of aggravation and mitigation, and initiate appropriate enforcement action to obtain compliance.
- Analyze a combination of complex laws, regulations, evidence, circumstances and environmental conditions to arrive at a resolution of operational situations and conditions.
- Compile detailed, concise, accurate, objective oriented reports, presentations and programs, make effective oral and written presentations, make effective presentations to the Board of Supervisors and other governmental panels, present effective public and media presentations.
- Issue infraction or misdemeanor citations and make physical arrests as provided by the Penal Code and Plumas County Code.
- Enforce codes and regulations with uniformity, impartiality and tact.
- Effectively coordinate activities and operations with allied agencies, inclusive of planning and development of responsibilities for mutual support.
- Deal tactfully and courteously with the public, media, coworkers and other governmental agencies.
- Maintain effective media and public relations to promote support of the code enforcement function and the highest levels of voluntary compliance attainable.
- Compile and process a variety of legal documents and forms.
- Read and understand maps relating to surveys, zoning, subdivisions, land parcels and general orientation and directions.
- Proficiently use inspection tools, measuring devices, drafting aids, cameras, and other assigned equipment.
- Complete assigned projects in a timely efficient manner.
- Exercise personal initiative in the undertaking and completion of job responsibilities.
- Perform all aspects of job responsibilities independent of regular supervision.
- Conduct emergency activities in a calm, poised and professional manner and provide support to allied agency personnel in potentially dangerous or hostile situations or environments.

CHIEF CODE ENFORCEMENT OFFICER - 5

TRAINING AND EXPERIENCE

- Two (2) years experience equivalent to a Plumas County Code Enforcement Officer, **and** Three (3) years of responsible administrative or supervisory experience in law enforcement, legal functions, the operations of a Planning and Zoning or Building Department, or similar governmental regulatory or enforcement agency.

Graduation from an accredited college or university with major degree work in planning, architectural design or drafting, building inspection, public administration, administration of justice, criminal, constitutional or civil law or law enforcement, may be substituted for one (1) year of experience.

- Possession of, or ability to qualify for, American Association of Code Enforcement (AACE) or International Code Council (ICC) certification as a Zoning Enforcement Officer, a Property Maintenance and Housing Inspector, Certified Code Enforcement Officer, and California Office of Emergency Services certification as a Disaster Service Worker, within 12 months of hire. Such certification must be maintained throughout employment.
- Possession of a California Basic Peace Officer Standards and Training Certification or possession of a certification as specified at Section 832 of the California Penal Code. Or the ability to obtain such 832 P.C. certification within 12 months of hire. Such certification must be maintained throughout employment.

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

ACTION: 2 PUBLIC PROTECTION
ACTIVITY: 20 PROTECTION INSPECTIONFUND: 0001 GENERAL
DEPARTMENT: 20450 CODE CMPLNC/ABATE

(1) ACCOUNT	(2)	(3) 2013-14 ACTUAL	(4) 2014-15 ACTUAL	(5) 2015-16 APPROVED	(6) 2015-16 AMENDMENTS	(7) 2015-16 AMENDED	(8) PERIOD 7 ACTUAL	(9) PERIOD 7 % USED	(10) REMAINING BALANCE
42 FINES & PENALTIES									
42010	VEHICLE CODE FINES			0		0	0		0
*42 FINES & PENALTIES									
44 STATE & FEDERAL AID									
44671	STATE- VEH ABATE			0		0	0		0
44671P	ST- VEH ABATE PRIOR			0		0	0		0
*44 STATE & FEDERAL AID									
46 OTHER REVENUE									
46024	OTHER - SERVICE PROVIDED			0		0	0		0
46116	ABATEMENT-NON VEH	250		0		0	0		0
*46 OTHER REVENUE									
*20450 REVENUES									
51 SALARIES & BENEFITS									
51000	REGULAR WAGES			32,670		32,670	0	.00%	32,670
51070	UNEMPLOYMENT INSURANCE			0		0	0		0
51080	RETIREMENT			5,959		5,959	0	.00%	5,959
51090	GROUP INSURANCE			7,495		7,495	0	.00%	7,495
51100	FICA/MEDICARE OASDI			2,499		2,499	0	.00%	2,499
51110	COMPENSATION INSURANCE			0		0	0		0
51120	CELL PHONE ALLOW			600		600	0	.00%	600
*51 SALARIES & BENEFITS									
52 SERVICES & SUPPLIES									
520200	COMMUNICATIONS			460		460	0	.00%	460
520201	PHONE - LAND LINE (S)			500		500	0	.00%	500
520210	POSTAGE/SHIP, MAIL COST			0		0	0		0
520220	PAPER/PAPER SUPPLIES			0		0	0		0
520221	ENVELOPES			0		0	0		0
520250	COPY MACHINE LEASE			300		300	0	.00%	300
520410	SOFTWARE LICENSE			0		0	0		0
520902	VEHICLE MAINTENANCE			900		900	0	.00%	900
521600	MEMBERSHIPS/ANNUAL DUES			100		100	0	.00%	100
521800	OFFICE EXP			500		500	107	21.40%	393
521803	ABATE-OFFICE EXP			0		0	0		0
521846	LABELS			0		0	0		0
521900	PROFESSIONAL SVC			0		0	0		0

SECTION: 2 PUBLIC PROTECTION
ACTIVITY: 20 PROTECTION INSPECTION

FUND: 0001 GENERAL
DEPARTMENT: 20450 CODE CMPLNC/ABATE

(1) ACCOUNT	(2)	(3) 2013-14 ACTUAL	(4) 2014-15 ACTUAL	(5) 2015-16 APPROVED	(6) 2015-16 AMENDMENTS	(7) 2015-16 AMENDED	(8) PERIOD 7 ACTUAL	(9) PERIOD 7 % USED	(10) REMAINING BALANCE
52 SERVICES & SUPPLIES	(CONTINUED)								
521909	ABATE- PROF SVC			25,000		25,000	0	.00%	25,000
521911	VEH ABATE-PROF SVC			0		0	0		0
523670	REF MANUAL/LAW, CODE BOOKS			200		200	0	.00%	200
523700	PUBLICATIONS-LEGAL NOTICE			250		250	0	.00%	250
523704	PUBLICATION-ABATE/OTHR			0		0	0		0
523710	ANNUAL PUB/REF MANUALS			0		0	0		0
524300	SMALL TOOLS/INSTRUMENTS			250		250	0	.00%	250
524303	ABTE SM TOOLS/INSTRMNTS			0		0	0		0
525000	OVERHEAD			0		0	0		0
525119	LIABILITY SELF-FND INS			0		0	0		0
527400	TRAVEL- IN COUNTY			3,386		3,386	0	.00%	3,386
527500	TRAVEL- OUT OF COUNTY			1,000		1,000	0	.00%	1,000
52 SERVICES & SUPPLIES				32,846		32,846	107	.33%	32,739
53 OTHER CHARGES									
532000	CONTRIB TO OTHER AGENCY			0		0	0		0
53 OTHER CHARGES				0		0	0		0
20450 EXPENDITURES				82,069		82,069	107	.13%	81,962
20450 CODE CMPLNC/ABATE EXPENDITURES				82,069		82,069	107	.13%	81,962
LESS REVENUES	250			0		0	0		0
PRIOR YEAR FUND BALANCE	-250			82,069		82,069	107	.13%	81,962