

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 JUNE 07, 2016 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

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) INFORMATION TECHNOLOGY

Approve and authorize the Chair to sign Software Maintenance contract for Megabyte property tax system; approved as to form by County Counsel

B) CLERK OF THE BOARD

Approve Board minutes for May 2016

C) SOCIAL SERVICES

Approve and authorize the Director of Social Services to sign First Amendment to existing agreement between County of Plumas and Environmental Alternatives, Inc. for services connected with the Independent Living Program; approved as to form by County Counsel

D) PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Chair to sign Agreement Amendment Number PARTC1617PDH-1 with Plumas District Hospital for the Ryan White Part C Program for FY 2016-2017; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Modification of Agreement to extend Agreement #NORCAL-MADDY with Northern California Emergency Medical Services for the administration of the Emergency Medical Services Fund (aka Maddy Fund) through June 30, 2017; approved as to form by County Counsel

E) FACILITY SERVICES/AIRPORTS

Approve and authorize the Chair to sign Amendment No. 2 (Rent Escalation) to Lease Agreement with Plumas Unified School District for use of the old Probation building, East Quincy; approved as to form by County Counsel

F) SHERIFF

- 1) Approve and authorize the Chair to sign contract between County of Plumas and May Nursing Services of \$235,000 for medical services to Jail inmates; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract between County of Plumas and Susan McCourt of \$100,000 to provide services as a fire prevention specialist; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign service agreement between County of Plumas and P.J. Helicopters, Inc. of \$50,000 for Sheriff's law enforcement needs; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign service agreement between County of Plumas and A&P Helicopters, Inc. of \$50,000 for Sheriff's law enforcement needs; approved as to form by County Counsel

G) COMMUNITY DEVELOPMENT COMMISSION

Authorize the Executive Director to sign a letter assigning Plumas County's 2016 bond allocation to the Golden State Finance Authority Homebuyers Fund for inclusion in the GSFA Mortgage Revenue Bond and/or Mortgage Credit Certificates (MCC) Program; and authorize the Plumas County Planning Director to sign a certification that the MCC Program is consistent with the County's Housing Element in order to make these programs more widely available in Plumas County

H) PUBLIC WORKS

Adopt **RESOLUTION** authorizing Submittal of Application for the CalRecycle Bottle Grant

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

Approve subcontract between Plumas Rural Services and High Sierra Music Festival for additional transit services during the High Sierra Music Festival June 30th through July 3rd, 2016; discussion and possible action

Adjourn as the County Service Area #12 Governing Board and reconvene as the Board of Supervisors

3. TOURISM DISTRICT STEERING COMMITTEE – Susan Bryner

Consider request to appropriate \$3,499 from the General Fund Contingency to fund a ½ page Ad for Plumas County in the July 17th Travel Broadsheet of the San Francisco Chronicle; **four/fifths required roll call vote**

4. DEPARTMENTAL MATTERS

A) AUDITOR/CONTROLLER – Roberta Allen

Presentation by Smith & Newell, CPA's of Plumas County FY 2014-2015 audited financial report; discussion and possible action to accept the report

B) ALCOHOL & OTHER DRUGS – Louise Steenkamp

Approve supplemental budget/budget transfer of \$16,000 for receipt of unanticipated revenue (Department 70580, Substance Abuse Prevention and Treatment Block Grant for FY 15-16); **four/fifths required roll call vote**

C) INFORMATION TECHNOLOGY – Dave Preston

Authorize Information Technology to recruit and fill vacant 1.0 FTE Office Automation Specialist position, created by promotion; discussion and possible action

D) SHERIFF – Greg Hagwood

- 1) Authorize the Sheriff to recruit and fill vacant 2.0 FTE Deputy Sheriff positions, created by resignation; discussion and possible action
- 2) Approve supplemental budget transfer of \$10,000 for Inmate Welfare Fund; discussion and possible action
- 3) Approve supplemental budget of \$50,000 for receipt of grant award from the U.S. Department of Justice Drug Enforcement Administration for the Domestic Cannabis Eradication & Suppression Program; discussion and possible action
- 4) Approve and authorize the Chair to sign contract amendment between County of Plumas and Carter Goble Associates, LLG for consulting/construction services for governmental entities related to correctional facilities; approved as to form by County Counsel

E) SOCIAL SERVICES – Elliott Smart

- 1) Approve and authorize the Director of Social Services to sign contract agreement of \$14,390 between County of Plumas and Wald, Ruhnke & Dost Architects, LLP for architectural services connected with a build out of eight offices in the Department of Social Services; approved as to form by County Counsel; discussion and possible action
- 2) Authorize the Department of Social Services to recruit and fill vacant 1.0 FTE Social Services Aide position; discussion and possible action

F) COUNTY COUNSEL – Craig Settemire

Approve and authorize the Chair to sign renewal of Legal Services Agreement between County of Plumas and Michael Jackson, Attorney at Law as special legal counsel in the natural resource and water matter regarding Lake Oroville relicensing; discussion and possible action

G) HUMAN RESOURCES – Nancy Selvage

Approve budget transfer of \$8,000 from Salaries & Benefits 20035/523702 to Services & Supplies to cover expenses for FY 2015-2016 including purchase of new computer hardware and new employee Identification badge printer; discussion and possible action

5. BOARD OF SUPERVISORS

- A. Appropriate \$39,377.93 from the General Fund Contingency for the Last Chance II Project for Proposition 50 Grant 10% retention due to Plumas Corporation (Upper Feather River Watershed and Water Quality Improvement Project); **four/fifths required roll call vote**
- B. Approve FY 15-16 budget adjustment of \$229,111 to reflect Title III awards approved by the Board; **four/fifths required roll call vote**
- C. Approve and authorize the Chair to sign employment agreement between County of Plumas and Wilson Robert Brunson, Behavioral Health Director effective June 20, 2016; discussion and possible action
- D. Correspondence
- E. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- F. Appointments

TRINDEL INSURANCE FUND/CSAC EIA

Appoint Nicholas Poole as alternate voting member to Trindel Insurance Fund and CSAC Excess Insurance Authority (EIA) Board of Directors to replace Patrick Bonnett

6. 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 – Clerk of the Board
- 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: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - Amy Granat, et al., Plaintiffs, v. United States Department of Agriculture, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:15-cv-00605 MCE-DAD (Plumas National Forest Travel Management Plan)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. **11:30 a.m. (time certain):** Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, June 14, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.



1A

Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 208
Quincy, California 95971
Phone: (530) 283-6263
Fax: (530) 283-0946

David M. Preston
Information Systems Manager

DATE: June 7, 2016
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: **CONSENT AGENDA ITEM FOR THE MEETING OF JUNE 7, 2016 RE:
APPROVAL OF MAINTENANCE AGREEMENT FOR SOFTWARE .**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of attached agreement for software maintenance.

Background and Discussion:

The Megabyte property tax software has been in use by Plumas County since 1999. It is the foundation for all property taxes used by the County. Funding for this agreement has been included in the 2016/2017 proposed Information Technology budget.



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: MAY 17, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 7, 2016, CONSENT AGENDA

RE: FIRST AMENDMENT TO CONTRACT WITH ENVIRONMENTAL
ALTERNATIVES FOR INDEPENDENT LIVING PROGRAM SERVICES

REF: BOARD AGENDA ITEM OF OCTOBER 20, 2015 APPROVING A
CONTRACT WITH ENVIRONMENTAL ALTERNATIVES FOR THE
INDEPENDENT LIVING PROGRAM

It is Recommended that the Board of Supervisors

1. Approve the First Amendment to an existing agreement between Plumas County and Environmental Alternatives, Inc.
2. Authorize the Director of the Department of Social Services to sign the amendment as the Board's designee.

Background and Discussion

Following the receipt of a report and recommendation from the Department of Social Services, the Board of Supervisors approved an agreement with Environmental Alternatives for services connected with the Independent Living Program for foster youth who are exiting or soon to exit foster care.

Since the time of that approval, the Department has learned that the contract amount will need to be increased for the current year due to the increased level of service being provided by EA staff. The Department has reviewed that need and agrees with its necessity. We are therefore, recommending the enclosed Amendment.

Financial Impact

The recommended agreement increases available compensation to an amount not to exceed \$48,000, an increase of \$13,000 from the original agreement. There is no impact to the County General Fund as a result of approving this amendment. Funds to support the Independent Living Program come from a discrete allocation of Federal funds to support the

program. In addition, the Department appropriates a portion of Child Welfare Services System Improvement funds to support this project.

Other Agency Involvement

The Office of County Counsel has reviewed the proposed amendment and has approved it as to form.

Copy: DSS Managers

Enclosure

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND ENVIRONMENTAL ALTERNATIVES, INC.

This First Amendment to Agreement ("Amendment") is made on May 1, 2016, between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services, ("COUNTY") and Environmental Alternatives, (EA), a California Corporation ("CONTRACTOR"), who agree as follows:

1. Recitals: This Amendment is made with reference to the following facts and objectives:

- a. COUNTY and CONTRACTOR have entered into a written Services Agreement dated July 1, 2015, (the "Agreement"), in which CONTRACTOR agreed to provide Independent Living Program (ILP) services to COUNTY.
- b. Because the COUNTY requires a greater amount of services from CONTRACTOR than originally anticipated, the parties desire to change the Agreement.

2. Amendments: The parties agree to amend the Agreement as follows:

a. Section 2 is amended in its entirety to read as follows:

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 Forty Eight Thousand Dollars (\$48,000.00).

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2015, shall remain unchanged and in full force and effect.

CONTRACTOR:

Environmental Alternatives, Inc., a
California Corporation

By: _____
Name: Tim Wilkinson
Title: Executive Director

COUNTY:

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

By: _____
Name: Elliott Smart
Title: Director

Approved as to form:

Plumas County Counsel

By: Stephen L. Mansell 5/13/16
Stephen L. Mansell
Deputy County Counsel



Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

JDJ

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

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|---|---|---|---|
| <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: May 19, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Agenda Item for June 7, 2016

Recommendation: Approve and direct the Chair to sign Agreement Amendment Number PARTC1617PDH-1 with Plumas District Hospital for the Ryan White Part C Program for FY 2016-2017.

History/Background: As the Board is aware, Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs for Plumas, Sierra, Lassen, Modoc, and Siskiyou Counties. Plumas County Public Health Agency will continue to serve to our five county regions for the RW Part C Program.

Ryan White Part C funds provide for direct outpatient HIV primary care that includes HIV counseling, testing & referral, medical evaluation and clinical care, and referral to specialty and other health services. The program maintains four HIV clinic sites within the five county regions to provide these services. Services available to clients include primary medical care, HIV specialty care, laboratory services, medications, dental care, nutrition counseling, psychosocial counseling, health education and risk reduction counseling, medication adherence counseling and nutritional supplements.

The Agreement Amendment has been reviewed and approved by County Counsel, a copy of which 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

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|---|---|---|---|
| <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: May 19, 2016

To: Honorable Board of Supervisors

From: Mimi Khin Hall

Agenda: Consent Agenda Item for June 7, 2016

Recommendation: Approve and Direct the Chair to sign Modification of Agreement to extend Agreement #NORCAL-MADDY with Northern California Emergency Medical Services for the administration of the Emergency Medical Services Fund (aka Maddy Fund) through June 30, 2017.

Background Information: Plumas County established an Emergency Medical Services fund, pursuant to the Maddy Act as defined in Chapter 2.5, Section 1797.98a of the California Health and Safety Code. This mandated program, also referred to as the SB12 Program, is funded by revenue generated from court fines. Funds are intended to reimburse providers for costs associated with care provided to uninsured patients.

Disbursement of funds pursuant to the Maddy Act is administrated by Nor-Cal EMS, and Plumas County Public Health Agency acts as its fiscal agent. Northern California EMS processes all physician and hospital claims for Plumas County. By law no more than 10% of the amount of the Fund shall be paid for administration. Northern California EMS will administer these funds for 8% of the amount of the fund. The remainder of the Fund shall be utilized to reimburse physicians fifty-eight percent (58%) and hospitals twenty-five percent (25%) for patients who do not make payment for emergency medical services and seventeen percent (17%) for other emergency medical services as determined by each county.

Each county may use its seventeen percent (17%) of these funds to support the County EMS Agency that provides oversight of emergency services, such as licensing for EMTs, monitoring ambulance and air transportation services, and expenses related to the maintenance of quality emergency response systems. As the Board may recall on June 15, 2010 you approved use of remaining seventeen percent (17%) to be distributed to the Sheriff's Office to pay for maintenance, repair and lease fees for the mountain top repeaters that are needed for EMS radio service.



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DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Dony Sawchuk
Director

Board Date: June 07, 2016

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Approve Lease Agreement Amendment No. 2 with Plumas Unified School District for the use of the "Old Probation Building."**

Background

Plumas Unified School District began leasing the "Old Probation Building" at 1446 East Main on April 16, 2014. PUSD desires to continue leasing this building for an additional two years with a new lease termination date of June 30, 2018.

Recommendation

Approve Lease Agreement Amendment No. 2 with Plumas Unified School District for the use of the "Old Probation Building."

The above referenced agreement has been approved as to form by County Counsel and is on file with the Clerk of the Board.



Office of the Sheriff

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

IFI

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: May 17, 2016
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood A handwritten signature in black ink, appearing to read "Greg Hagwood".
RE: Agenda Items for the meeting of June 7, 2016

It is recommended that the Board:

Approve and sign contract #PCSO00136 between the Plumas County Sheriff's Office (PCSO) and May Nursing Services in the amount of \$235,000.

Background and Discussion:

The term of this contract is 07/01/16-06/30/17. This purpose of this agreement with May Nursing Services is to provide medical services to Jail inmates as required by law.

Agreement has been reviewed and approved as to form by County Counsel.

**PROFESSIONAL SERVICES AGREEMENT
FOR
NURSING SERVICES**

THIS AGREEMENT is made and entered into this 1st day of July, 2016 (“Effective Date”), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff’s Office (“County”), and MAY NURSING SERVICES, an individual (“Contractor”).

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Two Hundred, Thirty Five Thousand Dollars and 00/100 Dollars (\$235,000.00).

2.2 Contingency of Funding. Contractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from the state or federal government, and/or appropriation of funds by these entities to County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may immediately terminate this Agreement without penalty.

2.3. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Contractor shall submit invoices to County for approval and payment on a monthly basis. County shall pay Contractor's invoice within thirty (30) days from the date County receives said invoice. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2017, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The Sheriff or his/her designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Intentionally Omitted.

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

IF TO CONTRACTOR:

May Nursing Services
Bobbi May, R.N.
5938 Chandler Rd.
Quincy, CA 95971

Tel: (530) 283-5154
Cell: (530) 521-7577

IF TO COUNTY:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

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

Sharon Thrall
Chair, Board of Supervisors

Date: _____

CONTRACTOR

Bobbi May, R.N.
May Nursing Services

Date: _____

APPROVED AS TO FORM:

Stephen J. Mansell

Stephen J. Mansell
Deputy County Counsel

Date: 5/13/16

EXHIBIT A

SCOPE OF WORK

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

EXHIBIT B

FEE SCHEDULE

1. For services satisfactorily rendered, and upon receipt and approval of an invoice for said services, the County agrees to compensate Contractor a flat fee Nineteen Thousand, Five Hundred Eighty –Three and 34/100 per month.
2. Invoices from Contractor shall be made no more frequently than monthly, and must be signed by an authorized representative of Contractor. Invoices shall be submitted to the representative designated by the County at the address provided in Section 6.4 of this Agreement.
3. Contractor shall be responsible for the payment of all premiums for insurance required under this Agreement.
4. The flat fee paid to Contractor under this Agreement shall be inclusive of all costs for non-prescription, over-the-counter medications procured for dispensation as described in Exhibit A.



Office of the Sheriff

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

1F2

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: May 17, 2016
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of June 7, 2016

It is recommended that the Board:

Approve and sign contract #PCSO00142 between the Plumas County Sheriff's Office (PCSO) and Susan McCourt in the amount of \$100,000.

Background and Discussion:

The term of this contract is 07/01/16-06/30/17. This purpose of this agreement with Susan McCourt is to provide services as a fire prevention specialist.

Agreement has been reviewed and approved as to form by County Counsel.

**SERVICES AGREEMENT
FOR
SUSAN McCOURT**

THIS AGREEMENT is made and entered into this 7th day of June, 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 Susan McCourt, (hereinafter referred to as "Subcontractor").

WITNESSETH:

- A. **WHEREAS**, County proposes to have Subcontractor to perform the duties listed in Attachment A (Fire Prevention Specialist Scope of Work) and assure that deliverables, activities, and timelines are monitored and managed on an on-going basis as described herein below; and
- B. **WHEREAS**, Subcontractor represents that it has that degree of specialized knowledge and experience contemplated within community wildfire protection planning and firewise community program planning; and
- C. **WHEREAS**, County and Subcontractor desire to contract for specific services in connection with the project described below and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and
- D. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

1.0. SERVICES PROVIDED BY SUBCONTRACTOR

1.1. **Scope of Services.** Subcontractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

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

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

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

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

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

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

1.7. Employees, Agents, and Subcontractors. Subcontractor represents that all work performed under this Agreement will be performed by Subcontractor herself and not by any employee, agent, or subcontractor of Subcontractor without the prior written consent of County. Subcontractor hereby certifies to County that she does not have any employees.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Subcontractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Subcontractor's compensation shall in no case exceed One Hundred thousand Dollars (\$100,000.00) for the term this agreement.

2.2. Contingency of Funding. Subcontractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds to the County. If such funding and/or appropriations are not forthcoming, or otherwise limited, County may terminate or modify this Agreement without penalty as specified in Section 6.4.

2.3. Additional Services. Subcontractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for this Project, prior to Subcontractor performing the additional services, approves such additional services in writing according to Section 3.1. It is specifically understood that oral requests and/or approvals of such additional services or additional

compensation shall be barred and are unenforceable.

2.4. Method of Billing. Subcontractor may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Subcontractor's services which have been completed to County's sole satisfaction. County shall pay Subcontractor's invoice within forty-five (45) days from the date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Records of Subcontractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County or its Project Manager for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence on the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Scope of Work approved by County as set forth in Exhibit "A," attached hereto and incorporated herein by this reference. The Scope of Work may be amended by mutual agreement of the parties in writing. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on July 1, 2016 ("Effective Date") and be in effect until June 30, 2017 as provided herein or as otherwise agreed to in writing by the parties. Based on funding and mutual consent of the parties, this agreement may be extended for one additional one-year term.

4.2. Notice of Termination. Either party has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to the other party. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination as specified in Section 6.4. In the event of such termination, Subcontractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Subcontractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of written notice of termination. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete plans or reports, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Subcontractor.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Subcontractor in its performance of this Agreement including, but not limited to, finished or unfinished plans, outreach materials, data studies or surveys, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Subcontractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Subcontractor shall be at County's sole risk and without liability or legal expense to Subcontractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Subcontractor shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

- (a) Professional liability errors and omissions insurance, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a minimum bodily injury limit of not less than two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident as well as a minimum property damage limit of fifty thousand dollars (\$50,000) property damage per accident.
- (c) Pursuant to California law, Subcontractor is not required to carry workers' compensation insurance so long as Subcontractor does not have any employees. Should Subcontractor hire any employees, Subcontractor agrees to obtain worker's compensation as required by law.

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

- (a) Subcontractor agrees to obtain endorsements for third party general liability coverage required here to include as additional insureds County, its officials, employees and agents. Subcontractor also agrees to require this same provision of all subcontractors, joint ventures or other parties engaged by or on behalf of Subcontractor in relation to this agreement.
- (b) Subcontractor agrees to require insurers to provide notice to County thirty

(30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Subcontractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.

- (c) It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Subcontractor or any subcontractor, is intended to apply on a primary non-contributing basis in relation to any other insurance or self insurance available to County.
- (d) The Subcontractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (e) No liability insurance coverage provided to comply with Agreement shall prohibit Subcontractor, or Subcontractor's employees, or agents, from waiving the right of subrogation prior to loss, Subcontractor waives its right to subrogation against the County.

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

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

6.0. GENERAL PROVISIONS

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

6.2. Representatives. The County Counsel or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Subcontractor shall designate a representative for purposes of this Agreement who

shall be authorized to issue all consents, approvals, directives and agreements on behalf of Subcontractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. County shall designate a Project Manager to work directly with Subcontractor in the performance of this Agreement.

Subcontractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Subcontractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, certified email, or certified USPS mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; c) at the time of receipt confirmation if transmission is sent by certified email or certified USPS mail.

COUNTY OF PLUMAS:

Plumas County Office of Emergency Services
1400 East Main Street
Quincy, CA 95971
Attention: **Sheriff Hagwood**
(530) 283 – 6300
FAX (530) 283-6344
Email ghagwood@pcso.net

SUBCONTRACTOR:

Susan McCourt
Post Office Box 30221
Cromberg, CA 96103
Attention: Susan McCourt
(530) 836-1977
FAX (530) 836-1977
Email suemccourt1@gmail.com

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

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

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

6.8. Assignment. Subcontractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Subcontractor's interest in this Agreement without

County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Subcontractor of Subcontractor's obligation to perform all other obligations to be performed by Subcontractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Subcontractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Subcontractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Subcontractor and County by a court of competent jurisdiction because of concurrent active negligence of Subcontractor and County Indemnities, Subcontractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Subcontractor of any insurance requirements or obligations created elsewhere in this Agreement.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Subcontractor or any of its subcontractors in the course of performance of this Agreement, shall

be and remain the sole property of County. Subcontractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of Project Manager. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of County and without liability or legal exposure to Subcontractor. County shall indemnify and hold harmless Subcontractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from County's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Subcontractor. Subcontractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.13. Public Records Act Disclosure. Subcontractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Subcontractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Subcontractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Subcontractor and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

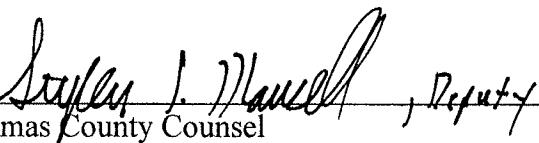
SUBCONTRACTOR:

Susan McCourt

Date:

COUNTY OF PLUMAS:

Approved as to form:



Plumas County Counsel

Date: 4/18/16

Approved as to content:

Sheriff Greg Hagwood, Director of Emergency Services

Date:

Chair, Plumas County Board of Supervisors

Date:

**EXHIBIT A – FIRE PREVENTION SPECIALIST
SCOPE OF WORK**

- **Facilitate continued cooperation and coordination between and among Plumas County Firesafe Council, Plumas County Fire Chief's Association, existing Fire Protection (or service) Districts, Cal Fire, US Forest Service and other fire prevention agencies by regularly attending meetings, providing updates, developing reports and providing wildland fire prevention information and knowledge as appropriate.**
- **Work with Plumas County Fire Safe Council to increase the number of Firewise Communities throughout Plumas County through education and outreach to the local fire departments, various community organizations and the public.**
- **Upon request, provide wildfire prevention planning, consultation and advice to the Plumas County Planning Department, the Plumas County Planning Commission, the Office of Emergency Services, Firewise Communities, Fire Safe Council, other organizations and the public.**
- **Facilitate input from Plumas County Fire Departments regarding the Community Wildfire Protection Plan (CWPP) and Firewise Community development and assist Plumas County Fire Safe Council in developing, coordinating, reviewing, and updating CWPPs.**
- **Work with Fire Safe Council, local fire departments, community leaders and organizations to develop wildfire prevention strategies and mitigation measures.**
- **Provide Quarterly updates to the Plumas County Board of Supervisors during a regularly scheduled and publicly held Board meeting.**
- **Develop and implement action plans to provide homeowner education and outreach for properties located outside existing fire protection district boundaries.**

EXHIBIT B - FEE SCHEDULE**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor at the rate of \$85.00 per hour.
- B. Invoice(s) Shall:
 - 1) Include backup documentation to support the invoice.
 - 2) Bear the Subcontractors name, exactly as shown on the Agreement.
 - 3) Bear the Subcontractor Agreement Number.
 - 4) Identify the deliverables covered on invoice
 - 5) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted monthly to the Project Manager listed in this Agreement under General Provisions, 6.4 Notices.



Office of the Sheriff

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

IF3

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: May 25, 2016

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Item for the meeting of June 7, 2016

RECOMMENDATION:

Approve and sign service agreement with P.J., Helicopters, Inc. (PCSO00053) in the amount of \$50,000.00.

BACKGROUND & DISCUSSION:

The Sheriff's Office utilizes the services of many vendors. All service agreements over \$10,000.00 require Board approval.

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs – P.J., Helicopters, Inc. (PCSO00053).

This agreement has been approved by County Counsel. It is now being submitted for Board approval as per County policy.

Services Agreement

This Agreement is made this 1st day of June, 2016, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and P.J., Helicopters Inc, a Contractor, a California corporation (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.
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 fifty thousand Dollars (\$50,000.00).
3. Term. The term of this agreement shall be from the date signed through December 31, 2016, 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. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles) with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insured. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

10. 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.

11. 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.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. 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.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. 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:

Plumas County Sheriff's Office
County of Plumas
1400 E. Main St.
Quincy, CA, 95971
Attention: Steve W Peay/Investigations Sergeant

Contractor:

P.J., Helicopters Inc.
903 Langley Way
Red Bluff, CA, 96080
Attention: Mark Gunsauls

22. 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.
23. 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.
24. 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:

P.J., Helicopters Inc.

By: _____
Name: David Gunsauls
Title: President

By: _____
Name: Mark Gunsauls
Title: Secretary

COUNTY:

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

By: _____
Name: ~~Greg Hagwood~~ Sharon Thrall
Title: Chair, Board of Supervisors

Approved as to form:

Stephen J. Ward, Deputy 5/24/16
Plumas County Counsel

EXHIBIT A

Scope of Work

Contractor agrees to provide the county under the Terms of this Agreement, on as needed basis and providing contractor staff to be determined upon the availability of aircraft and requested date. An appropriately licensed helicopter and pilot for the services requested; Marijuana recon, external and internal removal of personnel, Stabo transportation for certified employees, equipment and contraband removal, and ground support personnel (if needed) for the services task requested by the county. Pickup and drop off locations to be determined by S.O. employees. Helicopters to be requested for this agreement shall be McDonnell Douglas Hughes 500 and Bell 206 BIII Jet Ranger.

Exhibit B

Fee Schedule

Contractor shall submit invoices to the county which will include number, task time, location, name of person that ordered service, date of flight, and cost breakdown. The county shall pay Contractor no later than 30 days after approval of the invoice by county staff. Helicopters to be requested for the agreement shall be McDonnell Douglas/Hughes 500 and Bell 206III Jet Ranger.

2016 Rates per hour

McDonnell Douglas/Hughes 500
\$900.00 passenger rate per hour/recon
\$1103.00 all other external load lifting

Bell 206III Jet Ranger
\$900.00 passenger rate per hour/recon
\$1103.00 all other external load/lifting

Service Truck Driver: \$38.00 an hour
Service Truck (1,500 gal.): \$1.65 / a mile
Service Truck (8000 gal.): \$2.50 / a mile
Overnight / Per Diem: \$195.00 per night per person

See attached 2016 rate sheet

2016 Rates – Plumas County

| RECON/ERAD. MACHINES | Passenger Rate | External Load |
|---|---------------------|---------------|
| MD 500 Series Human Load/Wire Work/Cargo/Patrol 800 lb. external Load | \$900/hr | \$1,103/hr |
| Bell 206 BIII Jet Ranger Human Load/Wire Work/Cargo/Patrol 600 lb. external load | \$900/hr | \$1,103/hr |
| Bell UH1H Huey External Load 3,200 lb. external load | N/A (Restricted) | \$2,150/hr |

Three Hour Minimum Per Day for above Aircraft when required to be on standby for the full day.

Service Truck Driver: \$38.00 an hour

Service Truck (1,500 gal.): \$1.65 / a mile

Service Truck (8000 gal.): \$2.50 / a mile

Overnight / Per Diem: \$195.00 per night per person





Office of the Sheriff *IF4*

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

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: **May 25, 2016**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Greg Hagwood** *(Signature)*

RE: **Agenda Item for the meeting of June 7, 2016**

RECOMMENDATION:

Approve and sign service agreement with A & P Helicopters, Inc. (PCSO00001) in the amount of \$50,000.00.

BACKGROUND & DISCUSSION:

The Sheriff's Office utilizes the services of many vendors. All service agreements over \$10,000.00 require Board approval.

Attached is the service agreement between the County of Plumas, Office of the Sheriff and one of the vendors that provide helicopter rentals with licensed pilots for the Sheriff's law enforcement needs - A & P Helicopters, Inc. (PCSO00001).

This agreement has been approved by County Counsel. It is now being submitted for Board approval as per County policy.

Services Agreement

This Agreement is made this 1st day of June, 2016, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Department (hereinafter referred to as "County"), and A & P Helicopters, Inc., a Contractor, a California corporation (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.
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 fifty thousand Dollars (\$50,000.00).
3. Term. The term of this agreement shall be from the date signed through December 31, 2016, 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. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles) with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - 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 insured. 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. All insurance policies shall be endorsed to name the County, its officers, officials, employees, representatives and agents as additional insured. Contractor's insurance 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. Contractors shall require that each of its subcontractors maintain insurance meeting all of the requirements of this section.

10. 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.

11. 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.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. 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.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.

21. 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:

Plumas County Sheriff's Office
County of Plumas
1400 E. Main St.
Quincy, CA, 95971
Attention: Steve W Peay/Investigations Sergeant

Contractor:

A & P Helicopters, Inc.
P.O. Box 245
Richvale, CA, 95974
Attention: Vickie Compton

22. 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.
23. 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.
24. 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:

A & P Helicopters, Inc.

COUNTY:

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

By: _____
Name: Craig Compton
Title: President

By: _____
Name: Sharon Thrall
Title: Chair, Board of Supervisors

By: _____
Name: Vickie Compton
Title: Vice President

Approved as to form:

Stephen J. Donald, Deputy 5/24/16
Plumas County Counsel

EXHIBIT A

Scope of Work

Contractor agrees to provide the county under the Terms of this Agreement, on as needed basis and providing contractor staff to be determined upon the availability of aircraft and requested date: An appropriately licensed helicopter and pilot for the services requested; Marijuana recon, external and internal removal of personnel, Stabo transportation for certified employees, equipment and contraband removal, and ground support personnel (if needed) for the services task requested by the county. Pickup and drop off locations to be determined by S.O. employees. Helicopters to be requested for this agreement shall be McDonnell Douglas Hughes 500D and Bell 206 B-III Jet Ranger.

Exhibit B

Fee Schedule

Contractor shall submit invoices to the county which will include number, task time, location, name of person that ordered service, date of flight, and cost breakdown. The County shall pay Contractor no later than 30 days after approval of the invoice by county staff.

Recon \$900 per flight hour, Aircraft, Bell 206BIII and Hughes 500D

Short Haul \$1050 per flight hour

Fuel truck \$400 per day if requested

\$150 per person overnight if requested

16

Plumas County Community Development Commission

Memo

To: Honorable Plumas County Board of Supervisors
From: Thomas Yagerhofer, PCCDC Deputy Director *TY*
Date: 5-25-2016
Re: Golden State Finance Authority (GSFA) Allocation Assignment

We are periodically asked by the GSFA (formerly California Home Finance Authority, or CHF) to assign Plumas County's (minimal) allocation into the overall pool of monies for GSFA's Mortgage Credit Certificate (MCC) Program and/or their Mortgage Revenue Bond (MRB) Programs.

This has been accomplished in the past by having the Board of Supervisors authorize the PCCDC Executive Director to sign a letter to GSFA (sample attached) and having the Planning Director sign Attachment K, certifying compliance with the adopted housing elements of Plumas County (also attached).

June 7, 2016

Ms. Misty Armstrong, Program Manager
California Debt Limit Allocation Committee
915 Capitol Mall, Room 303
Sacramento, CA 95814
Tel: (916) 653-3255 Fax: (916) 653-6827

Re: Plumas County – 2016 Acknowledgement of Participation in GSFA Programs

Dear Ms. Armstrong:

This letter is to request that CDLAC assign Plumas County's 2016 allocation to Golden State Finance Authority (GSFA) for inclusion in their Mortgage Credit Certificate (MCC) Program and/or any of GSFA 2016 and 2017 Mortgage Revenue Bond (MRB) Programs.

If any supplemental allocation is available, the County would like to be notified and considered for a portion of that allocation.

Please let us know if you require additional information regarding this acknowledgement of participation.

Sincerely,

Roger Diefendorf
Executive Director & General Counsel

cc: GSFA / Craig Ferguson, *Vice President*

ATTACHMENT K

HOUSING ELEMENT CERTIFICATION FORM FOR APPLICATION FOR AN ALLOCATION OF QUALIFIED PRIVATE ACTIVITY BONDS FOR A SINGLE FAMILY HOUSING MORTGAGE CREDIT CERTIFICATE PROGRAM

Note: To be completed by each participating jurisdiction.

Certification of the Plumas County (Participating Jurisdiction)

In connection with the following Qualified Private Activity Bond Application:

APPLICANT: California Home Finance Authority (CHF) for a Mortgage Credit Certificate Program.

The undersigned officer of Plumas County (Participating Jurisdiction) hereby certifies as follows:

1. I, Randell Wilson (Name), am the Planning Director (Title) of Plumas County (Participating Jurisdiction); which is a participating jurisdiction of the proposed Single Family Housing Mortgage Credit Certificate program.
2. The proposed Single Family Housing Program is consistent with the adopted housing elements for Plumas County (Participating Jurisdiction) in which the proposed program will operate, pursuant to Section 5267 of the California Debt Limit Allocation Committee Regulations.

Signature of Senior Official

Randell Wilson
Print or Type Name

Planning Director

Title

Date

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION



1834 East Main Street • Quincy, CA 95971 • (530) 283-6268
Robert A. Perreault, Jr., P.E. Director of Public Works

CONSENT AGENDA REQUEST

For the June 7, 2016 meeting of the Plumas County Board of Supervisors

May 30, 2016

To: Honorable Board of Supervisors
From: Robert Perreault, Director of Public Works *Robert A. Perreault*
Subject: Resolution Authorizing Submittal of Application for the CalRecycle Bottle Grant

Background:

The Department of Public Works, through its Solid Waste Division, has administered the California Beverage Container Recycling Grant for many years.

Effective for the 2016/17 funding cycle, CalRecycle is requiring applicant Counties to submit a Board Approved resolution authorizing the Department to apply for the grant.

The attached, draft Resolution sets forth the Plumas County support for the California Used Oil Payment Program and authorizes the Director of Public Works to execute any program-related documents for an additional 5 years from the date of adoption.

The attached resolution has been approved as to form by County Counsel

Recommendation:

The Public Works Department respectfully recommends that the Board of Supervisors approve the attached, draft Resolution.

Plumas County, California

RESOLUTION NO. 16 – _____

**RESOLUTION AUTHORIZING SUBMITTAL OF APPLICATION FOR PAYMENT PROGRAMS
AND RELATED AUTHORIZATIONS**

WHEREAS, pursuant to Public Resources Code sections 48000 et seq., 14581, and 42023.1(g), the Department of Resources Recycling and Recovery (CalRecycle) has established various payment programs to make payments to qualifying jurisdictions; and

WHEREAS, in furtherance of this authority CalRecycle is required to establish procedures governing the administration of the payment programs; and

WHEREAS, CalRecycle's procedures for administering payment programs require, among other things, an applicant's governing body to declare by resolution certain authorizations related to the administration of the payment program.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors authorizes the submittal of an application to CalRecycle for any and all payment programs offered; and

BE IT FURTHER RESOLVED that the Director of Public Works, or his/her designee, is hereby authorized as Signature Authority to execute all documents necessary to implement and secure payment; provided, however, that the Public Works Director must obtain the consent of the Board of the Supervisors or Purchasing Agent, as appropriate, if required by the Purchasing Policy or other applicable County Policy; and

BE IT FURTHER RESOLVED that this authorization is effective until rescinded by the Signature Authority or this governing body.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 7th day of June 2016, by the following vote:

AYES: SUPERVISORS:

NOES: SUPERVISORS:

ABSTAIN/ABSENT: SUPERVISORS:

Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

2

COUNTY SERVICE AREA # 12
PLUMAS COUNTY
1834 East Main Street □ Quincy, CA 95971 □ (530) 283-6268 □ Fax (530) 283-6323

AGENDA REQUEST

for the June 7, 2016 Meeting of the Governing Board of CSA #12

May 23, 2016

To: Honorable Governing Board

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

Subject: *Robert A. Perreault*
Review and action on the subcontract between Plumas Rural Services and High Sierra Music Festival for Additional Transit Services during the High Sierra Festival; discussion, possible action and possible direction to staff.

Background:

This Agenda Request is submitted to seek action from the Governing Board in regard to the contract between the Plumas Rural Services and High Sierra Music Festival for providing additional transit services during the High Sierra Music Festival, which is scheduled for June 30 through July 3, 2016.

The purpose of the attached contract is to address the need for extra bus service during the Festival. The contract is actually a charter service agreement between the festival promoter and Plumas Rural Services for transportation between campgrounds and the festival site. The extra bus service will be provided with bus vehicles owned by CSA #12.

Also, there may be additional bus service provided as Extended Service (hours pursuant to the existing transit service contract between PCTC and Plumas Rural Services.

Recommendation:

Public Works staff respectfully recommends that the Governing Board of CSA #12 deems that it has no objection to the contract between Plumas Rural Services and High Sierra Music Festival for additional transit services during the High Sierra Music Festival in June and July, 2016, with an understanding that any amendments to said contract must also receive concurrence by the Interim Executive Director of the Plumas Transportation Commission and approval as to form by County Counsel.

AGREEMENT BETWEEN
ROY CARTER / HIGH SIERRA MUSIC FESTIVAL
(HSMF) AND
PLUMAS RURAL SERVICES, Inc. / PLUMAS TRANSIT SYSTEMS (PRS)

THIS CONTRACTING AGREEMENT (the "Agreement") is made and entered into this Sixth day of May, 2016 (the "Effective Date") by and between ROY CARTER / HIGH SIERRA MUSIC FESTIVAL (hereinafter referred to as the "HSMF") and Plumas Rural Services, Inc./Plumas Transit Systems herein after referred to as "PRS".

WHEREAS, HSMF wishes to engage PRS to provide the services described herein and PRS agrees to provide the services for the compensation and otherwise in accordance with the terms and conditions contained in this Agreement,

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, accepted and agreed to, PRS and HSMF, intending to be legally bound, agree to the terms set forth below.

1. TERM. Commencing as of the Effective Date, and continuing for the duration of the 2016 High Sierra Music Festival (June 30th–July 3rd, 2016), unless earlier terminated pursuant to Article 4 hereof, HSMF agrees that PRS will be the exclusive provider of services described herein for the 2016 High Sierra Music Festival held in Quincy, CA between June 30th and July 3rd, 2016. This Agreement may be renewed or extended for any period as may be mutually agreed upon by the parties.

2. DUTIES AND SERVICES.

(a) PRS's duties and responsibilities shall be the provision of transportation services for HSMF attendees requiring transportation services for the 2016 High Sierra Music Festival, under the scope of work included herein (collectively, the "Duties" or "Services") as identified in Attachment I.

(b) HSMF represents and warrants to PRS that they are under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of the Duties of PRS. HSMF represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which they perform Services concurrently with those performed herein.

(c) In performing the Services, PRS shall comply, to the best of their knowledge, with all business conduct, regulatory and health and safety guidelines established by PRS for any governmental authority with respect to PRS's business.

3. CONTRACTING FEES.

(a) Subject to the provisions hereof, HSMF shall pay PRS an hourly fee of \$86.00 Dollars for each hour of Service provided by PRS (the "Contracting Fee"). This specified rate covers all local travel, vehicles and service, and no other expenses other than the contracting fees shall be reimbursed. PRS shall submit a final invoice on the PRS's standard reporting form listing the hours worked, the Duties performed and a summary of activities. The Contracting Fee shall be paid in full no later than 15 days after receipt of the invoice for the services provided.

(b) PRS shall be entitled to prompt reimbursement for all pre-approved expenses incurred in the performance of their Duties, upon submission and approval of written statements and receipts in accordance with the then regular procedures of HSMF.

(c) PRS agrees that all Services will be rendered by them as an independent contractor and that this Agreement does not create an employer-employee relationship between HSMF and PRS. PRS shall have no right to receive any employee benefits including, but not limited to, health and accident insurance, life insurance, sick leave and/or vacation. PRS agrees to pay all taxes including, self-employment taxes due in respect of the Contracting Fee and to indemnify HSMF in the event PRS is required to pay any such taxes.

4. EARLY TERMINATION OF THE TERM.

(a) If PRS voluntarily ceases performing their Duties, becomes physically or mentally unable to perform their Duties, or is terminated for cause, then, in each instance, the Contracting Fee shall cease and terminate as of such date.

(b) This Agreement may be terminated, if mutually agreed upon by both parties, and a minimum written notice of 30 days shall be given.

(c) Upon termination under Sections 4(a) or 4(b), neither party shall have any further obligations under this Agreement, except for the Obligations which by their terms survive this termination.

5. WAIVER. Any waiver by the PRS of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision hereof. All waivers by the PRS shall be in writing.

6. SEVERABILITY; REFORMATION. In case any one or more of the provisions or parts of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein, and such provision or part reformed so that it would be valid, legal and enforceable to the maximum extent possible. Without limiting the foregoing, if any provision (or part of provision) contained in this Agreement shall for any reason be held to be excessively broad as to duration, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the fullest extent compatible with then existing applicable law.

7. ASSIGNMENT. The PRS shall have the right to assign its rights and obligations under this Agreement to a party which assumes the PRS' obligations hereunder. HSMF shall not have the right to assign his/her rights or obligations under this Agreement without the prior written consent of PRS. This Agreement shall be binding upon and inure to the benefit of the PRS's heirs and legal representatives in the event of his/her death or disability.

8. AMENDMENTS. This Agreement may be amended or modified, in whole or in part, only by an instrument in writing signed by all parties hereto. Any amendment, consent, decision, waiver or other action to be made, taken or given by the PRS with respect to the Agreement shall be made, taken or given on behalf of the PRS only by authority of the PRS's Board of Directors.

9. NOTICES. Any notices or other communications required hereunder shall be in writing and shall be deemed given when delivered in person or when mailed, by certified or registered first class mail, postage prepaid, return receipt requested, addressed to the parties at their addresses specified in the preamble to this Agreement or to such other addresses of which a party shall have notified the others in accordance with the provisions of Section 12.

10. COMPLIANCE WITH LAW. HSMF and PRS shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government relating to the performance of the Work, including any changes to such applicable laws, ordinances, codes and regulations of the federal, state and local government during the performance of the Work.

EXECUTED, under seal, effective as of the Effective Date.

ROY CARTER / HIGH SIERRA MUSIC FESTIVAL

By: _____

Roy Carter

PLUMAS RURAL SERVICES Inc. / PLUMAS TRANSIT

Michele Piller

Hereunto Duly Authorized

Request for Funds Submitted to the Board of Supervisors, Plumas County

The Opportunity

Businesses of Plumas County have an opportunity to promote ourselves and visitation to our County, communities, lodging, outdoor recreation, arts, food, entertainment, events, restaurants, and shops to the readers of the San Francisco Chronicle's Sunday Travel Edition, July 17.

The July 17 edition will be devoted to the Shasta/Cascade region of California with editorial as well as advertising/promotional opportunities available to those who desire.

At the Tourism District social in Lake Almanor we obtained enough advertisers from Lake Almanor, Quincy and Eastern Plumas to entice the Chronicle to send editorial staff to Plumas County.

The more advertisers we have from our area, the more editorial opportunities become possible and the more exposure we have to one of our strongest tourism markets.

Chronicle staff will come to Lake Almanor on May 17 to meet with potential advertisers on how this will work, how they can assist us, how we might like to present ourselves, and where and when editorial staff will make a visit to our County.

The Request of Board of Supervisors of Plumas County:

- Fund a $\frac{1}{2}$ Page Ad for Plumas County at \$3499. This ad will be the focal point of our business ads and editorials.
- The rate sheet is attached.
- Deadline for Space Reservations is July 1

Business Advertising Commitments to Date:

Coldwell Banker Property Management, Lake Almanor

Coldwell Banker Real Estate, Quincy, Portola, Lake Almanor, Chester

Best Western Rose Quartz Inn , Chester

Gold Pan Lodge, Quincy

Ranchito Motel, Quincy

Chalet View Lodge, Graeagle

Plumas Pines Resort, Lake Almanor

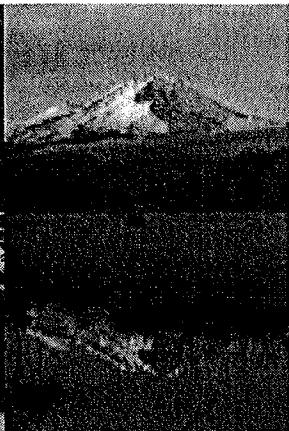
Filip Laboda, Red Onion Grill, Lake Almanor

Bidwell House B & B, Chester

Berkshire Hathaway, Lake Almanor Properties, Lake Almanor

Travel | Shasta Cascade

An Insiders Guide to Weekend Escapes



Stand-alone broadsheet section and special online features

The staff of Food + Home is preparing a special section devoted to the attractions of Shasta Cascade. It will be filled with exclusive content about local art, dining, wine and much more.

Last year, more than 1.7 million Bay Area adults went hiking or backpacking.

Capture and grow the number of people looking for outdoor recreation for a day trip or overnight stay. That's an average of 141,000 a month. If the overnight visitors alone spend an average of \$500 each during their stays on lodging, dining, shopping and other activities, that's \$850 million in annual spending.

It will be filled with exclusive content about engaging recreational activities, local wine, cuisine, shopping and entertainment.

Overruns are distributed through-out the Bay Area in highend hotels and racks.

Additional print & digital marketing efforts to help promote this special feature.

Source: Scarborough Research, R2 2015 (1 issue Sunday Chronicle and 7 days of SFGATE)

Make sure your business is part of this exciting local Travel Section as our award winning editorial staff highlights all the wonders of Shasta Cascade.

Coverage, Deadlines & Rates

| Pub Date | Space Reservations | Camera Ready | |
|---------------------|----------------------------------|------------------------------|---------|
| Sunday, 7/17 | 7/1 5PM | 7/5 5PM | |
| Color Ad Size | Dimensions | Includes Digital Impressions | Total |
| Full page | 9.75" x 20" | 300,000 ROS | \$6,499 |
| 1/2 page | 9.75" x 9.83" or 4.792" x 20" | 150,000 ROS | \$3,499 |
| 1/4 page | 4.792" x 9.83" or 9.75" x 4.75" | 82,000 ROS | \$1,859 |
| 1/9 page | 3.139" x 6.33" or 4.792" x 4.33" | 60,000 ROS | \$935 |
| 1/20 page | 3.139" x 2.68" or 4.792" x 1.83" | 43,000 ROS | \$649 |

Want to have an event considered for our calendar in our Shasta Cascade section? E-mail: destinations@sfchronicle.com

Time is limited! Reserve your space today.

Contact your Hearst Bay Area account executive or **Heather Elliott-Hudson** | helliott@sfchronicle.com | 415 250 3097

HEARST
BAY AREA



ALCOHOL AND OTHER DRUG SERVICES

4B

270 County Hospital Road, Suite 109, Quincy, CA 95971
Treatment (530) 283-7050 Prevention (530) 283-6118
Louise Steenkamp, AOD Administrator

Date: May 23, 2016

To: Honorable Board of Supervisors

From: Louise Steenkamp, AOD Administrator *JS*

Agenda: Agenda Item for June 7, 2016, BOS meeting

Item Description: Request for approval of Supplemental Budget and unanticipated revenues in Department 70580 in the amount of \$16,000

Recommendation:

It is respectfully requested that the Board of Supervisors approve a Supplemental Budget and unanticipated revenues in the amount of \$16,000 for Fiscal Year 2015-16. The Plumas County Budget Act Allocation for Fiscal Year 2015-2016 has been revised by the California Department of Health Care Services and increases the County's Discretionary allocation. These funds must be spent by June 30, 2016.

Background and Discussion

Plumas County was identified with a high opioid overdose death rate during 2008-2013, including the highest death rate in the state for prescription specific deaths. The Department of Health Care made available additional Discretionary funds to address the opioid issues and provide Plumas County with funding to purchase Naloxone Kits. Naloxone is a medicine that reverses the effects of an overdose and helps a person breathe again, saving their life. The medicine is administered in emergency departments routinely, but California law also allows for distribution to lay persons under a standing order from a physician. In this way, friends and family can save the life of a loved one, as they are often the first on scene with just moments to spare.

Plumas County AOD is a collaborative partner in the Northern Sierra Opioid Safety Coalition, a four-county coalition seeking to reduce death from both prescription and non-prescription opioid use. Within the coalition, the Naloxone Action Team is developing the community naloxone distribution plan to reach those at highest risk for overdose.

The Supplemental Budget and Budget Transfer are attached for your review. Please contact me if you have any questions or need additional information.

Thank you.



JENNIFER KENT
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



EDMUND G. BROWN JR.
GOVERNOR

May 12, 2016

To: Louise Steenkamp, MBA, AOD Administrator
Plumas County Alcohol and Drug Department
270 County Hospital Road, Suite 111
Quincy, CA 95971

TRANSMITTAL OF FISCAL YEAR 2015-16 BUDGET ACT ALLOCATION REVISION

This letter advises that the Plumas County Budget Act Allocation for Fiscal Year (FY) 2015-16 has been revised. The revision increases the Federal Fiscal Year (FFY) 2015 Substance Abuse Prevention and Treatment (SAPT) Discretionary allocation as described below. This is in accordance with your commitment to fully spend these additional funds on the related program services. These funds must be spent by June 30, 2016.

Your county was identified with a high opioid death rate during 2008-2012. Therefore, the enclosed revised Budget Act Allocation, version 2.1 reflects an increase of \$16,000 in FFY 2015 Discretionary funds. These funds are to address the opioid issues and provide Plumas County with funding to purchase Naloxone Kits. All other allocations remain the same.

If you have any questions concerning this allocation revision, please contact Trinidad Perez at (916)327-2624.

Sincerely,

Maurilio Mendez, Supervisor
Substance Use Disorders-Program Policy & Fiscal Division

Enclosure: Individual County Allocation Summary Exhibit E, FY 2015-16, V2.1

Exhibit E Individual County Allocation Summary

Version 2.1

110

FISCAL YEAR: 2015-16

** Fund sources adjusted per SAPT Exchange Program



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 208
Quincy, California 95971
Phone: (530) 283-6263
Fax: (530) 283-0946

David M. Preston
Information Systems Manager

DATE: June 7, 2016
TO: Honorable Board of Supervisors
FROM: Dave Preston, Information Systems Manager

SUBJECT: **AGENDA ITEM FOR THE MEETING OF JUNE 7, 2016 RE:
APPROVAL TO FILL 1.0 FTE (OFFICE AUTOMATION SPECIALIST).**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Authorize the Information Systems Manager to recruit and fill the vacancy of 1.0 FTE Office Automation Specialist created by promotion.

Background and Discussion:

The current Office Automation Specialist has been promoted to the Systems Analyst position to begin training for the retirement of longtime Systems Analyst Tom Locke. The Office Automation Specialist position is the daily frontline support position for I.T. This position is fully funded in the current budget year and is included in the 2017 requested I.T. budget.



Office of the Sheriff

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

4D1

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: May 25, 2016

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Item for the meeting of June 7, 2016

A handwritten signature in black ink that reads "Greg Hagwood". The signature is fluid and cursive, with "Greg" on top and "Hagwood" below it, with a small "H" preceding "Hagwood".

RECOMMENDATION:

Authorize the Sheriff to recruit and fill two Deputy Sheriff's positions.

BACKGROUND & DISCUSSION:

The Plumas County Sheriff's Office requests authorization to recruit and fill two deputy sheriff's positions. The vacancies were due to resignations.



Office of the Sheriff

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

4D2

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: May 10, 2016

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Item for the meeting of June 7, 2016

RECOMMENDATION:

Approve supplemental budget request for Inmate Welfare Fund in the amount of \$10,000.00.

BACKGROUND & DISCUSSION:

The Inmate Welfare Fund is governed by Penal Code Section 4025 and is maintained for the express purpose of holding funds for the benefit of inmates in the County Jail.

Revenues are generated by the sale of commissary items, telephone use commissions and interest on deposited funds. All funds must be expended under the authority of the Sheriff primarily for the benefit, education and welfare of inmates confined within the jail.

A larger jail inmate population has created additional commissary sales resulting in a shortage in the commissary expenditure budget, which in turn increased the commissary commission revenues. The revenues have exceeded the budgeted amount by more than \$10,000.00 to date. It is necessary for these excess revenues to be budgeted in order to increase the commissary expenditure budget account (524409).

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: INMATE WELFARE Dept. No: 22911 Date: 5/10/2016

The reason for this request is (check one):

Dept. No: 22911

Date

5/10/2016

The reason for this request is (check one): **Approval Request**

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

Approval Required

Board

Board

Board

Auditor

Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund # Dept # Acct # Account Name \$ Amount

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

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) Commissary expenditures/revenues higher than anticipated

B) N/A

C) Expenses to be incurred this fiscal year

D) Commissary revenues/expenditures higher than anticipated

Approved by Department Signing Authority: Ron Lowery

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.

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

4D3

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: **May 16, 2016**

TO: **Honorable Board of Supervisors**

FROM: **Sheriff Greg Hagwood**

RE: **Agenda Item for the meeting of June 7, 2016**

Recommended Action:

Approve supplemental budget request for Agreement Number 2016-38 with the U.S. Department of Justice, Drug Enforcement Agency in the amount of \$50,000.00.

Background and Discussion:

The Sheriff's Office received a grant award from the U.S. Department of Justice (USDOJ), Drug Enforcement Administration (DEA) for the Domestic Cannabis Eradication & Suppression Program (DCESP) for 2016 in the amount of \$50,000.

This funding is used specifically for payment of overtime costs and expenses associated with cannabis eradication.

This grant agreement was approved by the Board of Supervisors at the meeting on April 5, 2016.

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):

Dept. No: 70348

Date

5/16/2016

| The reason for this request is (check one): | | Approval Requested |
|---|-------------------------------------|--------------------|
| A. | <input type="checkbox"/> | Board |
| B. | <input checked="" type="checkbox"/> | Board |
| C. | <input type="checkbox"/> | Board |
| D. | <input type="checkbox"/> | Auditor |
| E. | <input type="checkbox"/> | 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

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNT
(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) Supplemental budget request for funding received from USDOJ-DEA

B) N/A

C) Grant expenditure period is for 01/01/16-09/30/16 and expenditures will be incurred starting June 2016

D) Grant funding awarded in April 2016

Approved by Department Signing Authority: Rowan Towner

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.

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

4D4

GREGORY J. HAGWOOD
SHERIFF/CORONER

Memorandum

DATE: April 27, 2016

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood

RE: Agenda Item for the meeting of May 10, 2016

RECOMMENDATION:

Review and approve contract amendment between the County of Plumas and Carter Goble Associates, LLC (CGL).

BACKGROUND & DISCUSSION:

CGL provides consulting/construction services for governmental entities related to correctional facilities.

The County and CGL entered into an agreement on January 6, 2015 in which CGL provided consulting services to the County of Plumas in an attempt to secure state funding for the construction of a new correctional facility. Due to circumstances outside of the control of the parties the funding was not obtained.

This contract amendment will allow the agreement to continue, as the state has set aside, in its proposed 2016-2017 budget, an additional \$250,000,000.00 in funding for county correctional facility construction.

Although the state 2016-2017 budget is not finalized and the \$250,000,000.00 is not yet secured, it is the intention of the Plumas County Sheriff's Office and CGL to begin the process of putting Plumas County into the best possible position to secure funding for a new correctional facility.

This contract amendment will be of no additional cost to the County of Plumas.

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
COUNTY OF PLUMAS AND
CARTER GOBLE ASSOCIATES, LLC

This FIRST AMENDMENT to the Agreement (“Amendment”) is made on April 12, 2016, between COUNTY OF PLUMAS, a political subdivision of the State of California (“County”), and CARTER GOBLE ASSOCIATES, LLC, a South Carolina limited liability company (“Contractor”), who agree as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. County and Contractor have entered into a written Agreement dated January 6, 2015, (the “Agreement”), in which Contractor agreed to provide consulting services related to possible upgrades to the County’s adult correctional facility.
 - b. Due to circumstances outside of the control of the parties, the project was unable to advance to Phase II, as described in the Agreement. The parties wish to extend the term of the agreement to allow for additional time to successfully complete Phase I.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. The termination date of the Agreement is hereby extended to be December 31, 2018.
 - b. Contractor agrees to provide any and all Phase I services identified in Exhibit A of the Agreement necessary to advance to Phase II of the project. To the extent that any Phase I services were previously provided, but such services need to be performed again to advance to Phase II of the project, Contractor agrees to repeat such services as necessary.
 - c. No additional compensation shall be due or payable to Contractor. Contractor’s performance shall be in consideration of the potential additional compensation to Contractor in the event the project advances to Phase II. However, Contractor shall have no additional rights with respect to Phase II of the project except as stated in the Agreement.

[CONTINUED ON NEXT PAGE]

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated January 6, 2015, shall remain unchanged and in full force and effect.

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

Sherrie Thrall
Chair, Board of Supervisors

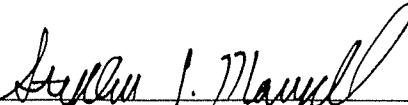
Date

CONTRACTOR:
Carter Goble Associates, LLC, a South Carolina limited liability company

W. Robert Glass, AIA
Executive Vice President

Date

APPROVED AS TO FORM:


Stephen Mansell
County of Plumas
Deputy County Counsel

4/5/16
Date



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

4E1

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

ELLIOTT SMART
DIRECTOR

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

DATE: MAY 23, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 7, 2016

RE: REQUEST TO APPROVE A CONTRACT AGREEMENT BETWEEN THE
ARCHITECTURAL FIRM OF WALD, RUHNKE & DOST, LLP AND THE
COUNTY OF PLUMAS FOR DESIGN SERVICES CONNECTED WITH
BUILDING NEW OFFICES AT THE DEPARTMENT OF SOCIAL
SERVICES

It is Recommended that the Board of Supervisors

1. Approve a contract agreement between the firm of Wald, Ruhnke & Dost Architects, LLP and the County of Plumas for architectural services connected with a build out of eight offices in the Department of Social Services.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

Background and Discussion

Original architectural plans for the space occupied by the Department of Social Services included space within the facility to account for growth should the Department's programs and staffing require that. Over the course of time the Department has added additional program responsibilities. Examples include the Adoptions Program, Quality Assurance in Child Welfare Services, Quality Assurance in the In-Home Supportive Services program, Child Abuse Prevention, and the Affordable Care Act, among others. The addition of these programs has included increased staffing levels.

Late last year, the Department began consultations with the Facility Services Department regarding our need to begin considerations for a build out of office space in the Department. Facility Services has advised that they have an existing contract with the firm of Wald, Ruhnke and Dost, LLP. Facilities has recommended that the

Department generate an additional agreement with that firm for design services connected with the planned build out. That recommendation is what brings us to the Board today.

With the assistance of the Facility Services Department, the Department of Social Services has developed a proposed scope of services that would take the proposed project through the Building Department's plan check and the preparation of construction bid documents. Subject to the Board's approval today this portion of the project would be completed by the end of August. Sometime after that the Department would return to the Board with a summary of bids received and authorization to proceed with construction.

With that in mind, the Board is being asked to approve the agreement for architectural services and authorize the Director of Social Services to sign the agreement as the Board's designee.

Financial Impact

Estimated cost for these services is \$14,390 for the term of this agreement which will cross over two fiscal years and is expected to be finished by the end of August. Sufficient funding is available in the Department's professional services appropriation for those services provided and invoiced during the current fiscal year. The balance will be budgeted in the 2016-2017 Fiscal Year County Budget.

Other Agency Involvement

Facility Services is assisting the Department with planning for this project. County Counsel has reviewed the proposed contract and approved it as to form.

Copy (Memo Only): DSS Management Staff
Mr. Dony Sawchuck, Facility Services Director
Human Services Department Heads

Enclosure



DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

4/2

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

ELLIOTT SMART
DIRECTOR

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

DATE: MAY 31, 2016

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPT. OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR JUNE 7, 2016

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

A handwritten signature in black ink, appearing to read "ES Smart".

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. The position became vacant on April 4, 2016 when the prior incumbent left county service.

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
Nancy Selvage, 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 April 4, 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.

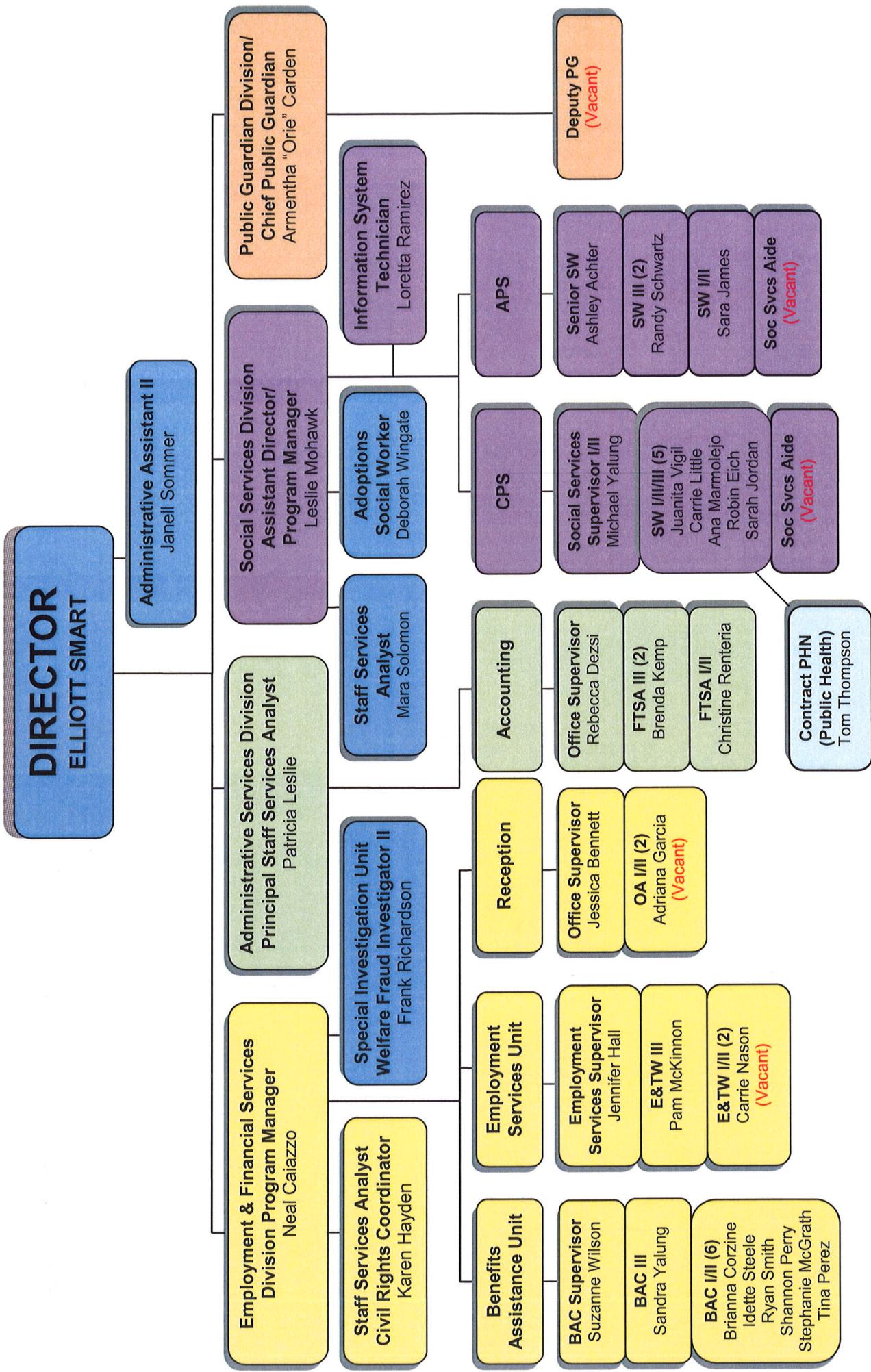
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

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





OFFICE OF THE

COUNTY COUNSEL
COUNTY OF PLUMAS

R. CRAIG SETTLEMIRE
COUNTY COUNSEL

4F

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

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

May 26, 2016

INTEROFFICE MEMORANDUM

TO: Honorable Board of Supervisors, County of Plumas

FROM: R. Craig Settlemire, *Plumas County Counsel*

A handwritten signature of R. Craig Settlemire in black ink.

SUBJECT: Renewal of Legal Services Agreement with Michael Jackson, Attorney at Law.
(for Board meeting June 7, 2016)

Background:

As the members of the Board of Supervisors are aware, local attorney Michael Jackson has recently represented the County of Plumas as a special legal counsel in the natural resource and water matter of *County of Butte, et al. [including County of Plumas and the Plumas County Flood Control and Water Conservation District], Petitioners, v. California Department of Water Resources, Respondent, and State Water Contractors, Real Parties in Interest*. Yolo Superior Court Nos. 144283 and 144282 (Lake Oroville relicensing).

Mr. Jackson provided such legal services pursuant to various written legal services agreements, the most recent of which will expire June 30, 2016.

The work continues on the Lake Oroville relicensing which is now in the California Court of Appeal, Third Appellate District, in Sacramento. On its own motion, the Court of Appeal has ordered additional briefing on issues not previously briefed by any party. The briefing schedule will continue into FY 2016-2017 and will likely be followed by oral argument before the Court in Sacramento.

Enclosed is a form of a "Legal Services Agreement" with Mr. Jackson that extends the term through Fiscal Year 2016-2017. Funds to pay Mr. Jackson under the terms of this agreement were included, have been appropriated, in the "Professional Services" account in the County's General Fund.

Recommended Action:

Memorandum

Board of Supervisors

Re: Renewal of Legal Services Agreement with Michael Jackson, Attorney at Law.

Date: May 26, 2016

Page 2 of 2

At this time it is respectfully recommended that the legal services agreement with Mr. Jackson be extended through June 30, 2017, as is provided in the proposed "Legal Services Agreement" submitted herewith.

[C:\Documents and Settings\liz\My Documents\1 coco shared\Memos\BOS Memo re Agreement for Legal Services Jackson.doc]

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ["Agreement"] is entered into by and between the County of Plumas ["County"] and Michael Jackson, California State Bar Number 053808 ["Attorney"].

1. **Services Provided by Attorney.** Attorney shall provide legal services to the County related to (1) relicensing of FERC Project 2100 (California Department of Water Resources -Oroville Facilities); and (2) other services as requested by County. Attorney shall consult with County on an on-going basis to identify and prioritize specific services provided under this Agreement. Attorney shall provide services under the direction of the Board of Supervisors or their designee. Upon request of County, Attorney shall provide written reports to County regarding the status of the matters for which Attorney has been asked to provide services.
2. **Compensation.** In consideration of the services rendered, County shall compensate Attorney at a rate of two hundred dollars (\$200) per hour. Attorney shall submit itemized bills to County with a level of detail reflecting standard legal billing practices. County shall reimburse Attorney for reasonable and necessary travel expenses, provided that such travel is authorized by County, and for expenses incurred by Attorney on behalf of County, including filing fees and courier charges.
3. **Term of Agreement.** This Agreement shall be effective as of July 1, 2016, and shall continue until June 30, 2017 unless terminated pursuant to the provisions of this Agreement.
4. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice to the other party. County may terminate this Agreement immediately for cause upon notice to Attorney. County shall pay any monies due to Attorney within fourteen days of termination.
5. **Nondiscrimination.** By Attorney's signature below, Attorney certifies under penalty of perjury that Attorney has and will, unless exempted, comply with the nondiscrimination requirements of Government Code Section 12900 and Title 2, California Code of Regulations Section 8103, as well as all other state and federal laws and regulations relating to discrimination, and expressly agrees not to discriminate against employees or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition, age (over 40), marital status, denial of Family and Medical Care leave and the use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified.
6. **Drug-Free Work Place.** Attorney, and any of Attorney's employees (if applicable), shall comply with the County of Plumas policy of maintaining a drug-free workplace (Personnel Rule 22.03).
7. **Records.** Attorney agrees to provide reasonable access to records, relating to the County, and agrees to provide those records to County upon completion of services under this Agreement in accordance with the Rules of Professional Conduct of the California State Bar. In addition to records related to the subject matter of Attorney's services, Attorney shall be responsible for maintaining such records as may be necessary to document services performed and hours worked.
8. **Indemnification.** Each party shall indemnify, defend, and hold harmless the other party, their officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from the negligent acts, willful acts, or errors or omissions of that party, or that party's employees, subcontractors, or agents. Each party understands and agrees that its duty to defend shall be a separate and independent duty from the duty to indemnify.

9. **Independent Contractor.** The parties understand and agree that Attorney is an independent contractor and that no employment relationship between Attorney and County is created by this Agreement. County's workers' compensation insurance does not cover Attorney or any member of Attorney's staff. Attorney shall, at Attorney's own risk and expense, determine the method and manner by which duties imposed by this Agreement are performed. This Agreement is not an agency agreement, and Attorney is not the agent of County for any purpose whatsoever. Attorney is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. During the term of this Agreement, no employee or independent contractor of Attorney shall become an employee or agent of County for any purpose.
10. **Assignment.** The rights and duties established by this Agreement are not assignable by either party, in whole or in part, without the prior written consent of the other party.
11. **Alteration.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.
12. **Controlling Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.
13. **Notices.** Any notice required or permitted by this Agreement shall be given by United States mail, postage prepaid, to the following addresses, unless a party gives notice of a new address:
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. There are no more promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.

County
Office of County Counsel
520 Main Street, Room 302
Quincy, CA 95971

Attorney
Michael B. Jackson
P. O. Box 207
Quincy, CA 95971

15. **Severability.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable frustrate the purpose of this Agreement or render it meaningless, the Agreement shall be deemed cancelled.

County:

Sharon Thrall, Chair, Board of Supervisors

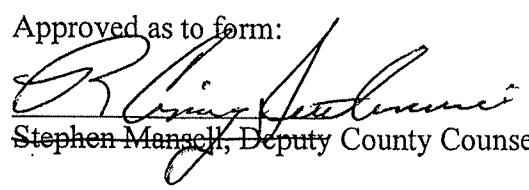
Dated: _____

Attorney:

Michael B. Jackson

Dated: 5/26/16

Approved as to form:


Stephen Mansell, Deputy County Counsel

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: May 23, 2016

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JUNE 7, 2016.

**RE: FISCAL YEAR 2015/2016 (FY 15/16) BUDGET TRANSFER
BETWEEN DEPARTMENT ACCOUNTS**

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Auditor to transfer funds for the Department of Human Resources between accounts to be spent in FY 15/16 for the purchase of computer hardware, and new Employee Identification Badge printer as itemized below for the supplemental Budget Request form.

BACKGROUND AND DISCUSSIONS

The Human Resources Budget for FY 15/16 is under expended in Account #51090 – Group Insurance. It is estimated we will be underspent by approximately \$16,532. Of this amount I would like to request moving \$8,000 to a new line item for Account# 529851 in our department's budget leaving the balance to be returned to the General Fund at the end of FY 15/16.

I would like to address the projected balance of \$16,532 in account #51090 - Group Insurance. It was anticipated that staffing levels in the department would be fully allocated and using County's health insurance benefits, in addition to our one retiree's health insurance expenses. This has not been the case. We have only two FTE employees who are insured, one on opt-out, and one retiree currently insured for the past seven months. We are recruiting for a Human Resource Analyst at this time and expect future expenditures for this line item. We do anticipate this line item to be an on-going annual expense to this department at approximately \$58,100 for next fiscal year.

The Human Resources Department has been functioning for approximately the last ten (10) years using hand me down, rebuild computer systems, and hardware. We are in need of a full office computer hardware refresh. We are grateful to the IT Department and their abilities to take older recycled computers and rebuild the hardware for our department to use as replacement models to our existing systems. At this time, we are challenged with slower operating systems, outdated

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Human Resources Dept. No: 20035 Date 5/27/2016

The reason for this request is (check one):

Approval Required

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

Board
Board
Board
Auditor
Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS

TRANSFER TO SUPPLEMENTAL EXPENDITURE
(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) An under expenditure of group health insurance funds would allow transfer of funds for purchase of computer hardware & other expenses.

B) The previous HR Director estimated health insurance costs for unfilled position within the department.

C) We have the funds from Account # 51090 to move out and use to purchase a complete office refresh, including ID badge printer.

D) Funds for line items were anticipated due to a transition of personnel in the department. Please see attached Board memo.

Approved by Department Signing Authority: _____

Approved/ Recommended Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

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.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

5B

TRANSFER NUMBER
(Auditor's Use Only)

Department: TITLE III

Dept. No: 10037

Date 3-3-16

The reason for this request is (check one):

Approval Required

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

Board
Board
Board
Auditor
Auditor

TRANSFER FROM OR SUPPLEMENTAL REVENUE ACCOUNTS

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)

| Fund # | Dept # | Acct # | Account Name | \$ Amount |
|--------|--------|---------|-----------------------|-----------|
| 0011 | 20027 | 585160 | S+R - SHERIFF | 25 |
| | | 5851604 | RADIO VAULT - SHERIFF | 105 |
| | | 580156 | OES - FIRE PREVENT | 75 |
| | | 585160 | S+R - SHERIFF | 25 |

525742 FIRE SALE 100,300
Total (must equal transfer to total) 307,311

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.

5c

EMPLOYMENT AGREEMENT

This Agreement is entered into by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and WILSON ROBERT BRUNSON, hereinafter referred to as "CONTRACT EMPLOYEE," for the provision of services to the COUNTY in the capacity of Director of Behavioral Health.

The parties agree as follows:

1. SERVICES PROVIDED

CONTRACT EMPLOYEE shall provide to the COUNTY necessary services as the Plumas County Director of Behavioral Health, and other duties as may be assigned. A copy of the Plumas County Director of Behavioral Health job description is set forth in the attached Exhibit "A," and incorporated herein by this reference. CONTRACT EMPLOYEE's employment with COUNTY shall be full-time. Any outside employment shall not interfere with CONTRACT EMPLOYEE's duties and responsibilities of county employment. CONTRACT EMPLOYEE shall advise the County Administrative Officer (CAO), or in the absence of the CAO, the Chairperson of the Board of Supervisors, of any outside employment.

2. TERM

CONTRACT EMPLOYEE shall be retained as the Plumas County Director of Behavioral Health, effective June 20, 2016, and continuing until this Agreement is terminated as set forth in paragraph 3, below.

3. TERMINATION

CONTRACT EMPLOYEE may terminate this Agreement and separate from employment in good standing, by giving at least thirty (30) days prior written notice of the proposed effective date of termination.

COUNTY may terminate this Agreement at any time, with or without cause, upon a thirty (30) days prior written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to notice of dismissal and to any rights to hearing or appeal thereon. Further, COUNTY may "buy-out" any part of the 30-day notice period, by providing the equivalent of the monthly salary, or portion thereof equivalent to the notice not provided, (hereinafter "Severance") to CONTRACT EMPLOYEE.

The Severance payment shall only be based on the following: (1) CONTRACT EMPLOYEE'S salary at the time of termination, and (2) the monetary value of the hours that would have otherwise been earned for vacation and administrative leave. Severance shall not include any payment for sick leave or any credit towards retirement. Severance will be paid bi-weekly for the remainder of the notice period; however, subsequent to twelve (12) months continuous employment at County's option severance may be paid in one payment.

Further, this contract may be terminated for cause for reasons that shall include, but not be limited to:

1. Conviction of any felony, or conviction of any misdemeanor involving dishonesty or moral turpitude.
2. Any material breach of this Agreement, including but not limited to a serious dereliction of, or inexcusable failure to perform, the duties set forth by this contract.
3. Gross insubordination.
4. Misappropriation or theft.
5. Intentional misrepresentation or willful failure to disclose a material fact to the Board of Supervisors (Board) or County Administrative Officer (CAO).
6. A serious violation of the County's personnel rules.

Any termination for cause shall be made in good faith. Upon such termination, Contract Employee shall immediately cease providing service pursuant to this contract and will not be provided the severance pay described above.

4. SALARY

CONTRACT EMPLOYEE shall be considered a full-time employee paid at on bi-weekly basis, in the same manner as appointed department heads. Effective beginning June 20, 2016, CONTRACT EMPLOYEE shall be paid an initial base monthly salary rate of Ten Thousand Eight Hundred Fifty and 00/100 dollars (\$10,850). Subject to satisfactory performance evaluation, the base monthly salary shall increase to the sum of Eleven Thousand Two Hundred Fifty and 00/100 dollars (\$11,250.00) after one (1) year of service.

Salary and benefits costs shall be apportioned according to the personnel allocation and approved annual budget for Behavioral Health Department. CONTRACT EMPLOYEE is subject to unpaid furlough as determined by the Board of Supervisors, consistent with the provisions of COUNTY's Personnel Rules and law.

5. PERFORMANCE EVALUATION

During the first two (2) years of employment, the Board of Supervisors shall conduct performance evaluations of the CONTRACT EMPLOYEE at six (6) months, twelve (12) months and twenty-four (24) months. Thereafter, the Board of Supervisors shall conduct an annual performance evaluation of the CONTRACT EMPLOYEE.

6. BENEFITS

Except as otherwise provided in this Agreement, CONTRACT EMPLOYEE shall be generally entitled to receive the same benefits package as is received by the County's appointed department heads under the personnel rules and other county policies. Benefits are subject to change from time-to-time as negotiated between the CONTRACT EMPLOYEE and the Board of Supervisors. Currently, CONTRACT EMPLOYEE's benefits include the following:

- a. Sick leave accrual: (based on 15 days per year/no limit on accrual).
- b. Vacation accrual: As provided in the County Personnel Rules (10 days per year based on 0 - 2 years of continuous county service; 15 days per year based on 3 -7 years of service; and 21 days per year during the 8th year of compensated and continuous services and each year thereafter). Forty (40) hours of vacation will be credited in advance to CONTRACT EMPLOYEE's leave vacation bank upon hire. In consideration of this advance, the first forty (40) hours of vacation that would otherwise have been earned pursuant to the County Personnel Rules shall be forfeited by CONTRACT EMPLOYEE. If CONTRACT EMPLOYEE is terminated or otherwise leaves employment with the County prior to such time as CONTRACT EMPLOYEE would have otherwise earned the first forty (40) hours of vacation pursuant to the County Personnel Rules, CONTRACT EMPLOYEE may only cash out such portion of the vacation leave balance as would have otherwise been accrued pursuant to the County Personnel Rules for the length of CONTRACT EMPLOYEE's actual service.
- c. CalPERS retirement: 2% at 55, provided that CONTRACT EMPLOYEE is qualified as a "classic member" under the California Public Employee Retirement Law, otherwise, 2% at 62 if a PEPRA member.
- d. Forty (40) hours of administrative leave per year.
- e. Holidays: Thirteen (13) paid holidays per year as listed in the County personnel rules.
- f. Bereavement Leave: Five (5) days per incident for defined family members.
- g. Longevity advancement based on years of service from original hire date as a continuous county employee in accordance with Rule 6.06.
- i. Moving Expense Reimbursement: Upon presentation of receipts acceptable to the Auditor's Office, COUNTY will reimburse CONTRACT EMPLOYEE for his actual moving expenses incurred to relocate his personal residence from Monterey County to Plumas County in an amount not to exceed the sum of two thousand and No/100 dollars (\$2,000.00). Should CONTRACT EMPLOYEE leave employment within one (1) year from CONTRACT EMPLOYEE's starting date, he will immediately repay to COUNTY the full amount of the moving expense reimbursement. Should CONTRACT EMPLOYEE leave employment within two (2) years from CONTRACT

EMPLOYEE's starting date, he shall immediately repay to COUNTY fifty percent (50%) of such moving expense reimbursement paid to CONTRACT EMPLOYEE.

COUNTY shall pay professional dues, memberships and related conference travel for approved professional development memberships and activities as approved in the annual budget process.

Upon separation from County employment, CONTRACT EMPLOYEE shall be paid off for all accrued vacation time, sick leave, and compensatory time (if any) in accordance with County policy. Payment of sick time shall be based on total years of county service in accordance with Rule 20.01 of the Plumas County Personnel Rules. Notwithstanding Rule 21.05, the CONTRACT EMPLOYEE may, at his sole discretion, choose to convert unused sick leave accumulation to prepaid health premiums in accordance with Rule 21.02 or Rule 21.05. For the purposes of Rule 21.02, the total years of service is based on date of employment separation between CONTRACT EMPLOYEE and COUNTY and shall be the end of the 30-day notice period specified in section 3 of this agreement.

7. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to this Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental procedures. See attached job description and scope of work (Exhibit A).

8. NON-ASSIGNABLE:

This Contract is personal to CONTRACT EMPLOYEE and is not assignable under any circumstances.

9. MODIFICATION

This Agreement may be modified only by a written amendment hereto, executed by both parties.

10. ATTORNEY'S FEES AND COSTS

If any court action is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other relief, to which such party may be entitled.

11. INTEREST OF CONTRACT EMPLOYEE

CONTRACT EMPLOYEE hereby declares that he has no interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed pursuant to this Agreement, and that he shall not in the future acquire any such interest.

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to Government Code Section 1090, and provisions of the Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

12. SEVERABILITY

If any provision of this Agreement is held to be unenforceable, the remainder of the Agreement shall be severable and not affected thereby.

13. ENTIRE AGREEMENT

This written instrument constitutes the entire agreement between the parties, and supersedes any other promises or representations, oral or written, which may have preceded it.

14. RIGHT TO CONSULT WITH COUNSEL

CONTRACT EMPLOYEE and COUNTY acknowledge that each has read and understood the contents of this written instrument, and have had the opportunity to consult with legal counsel prior to entering into this Agreement. Each warrants that it has either so consulted with legal counsel of its choice, or has elected not to so consult.

15. INTERPRETATION OF AGREEMENT

No portion of this written instrument shall be construed against the other, and all portions shall be construed as though drafted by each party.

16. NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of the personal service, or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notice to the COUNTY shall be given to the Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971, with a copy to the County Counsel, 520 Main St., Room 301, Quincy, CA 95971. Notice to CONTRACT EMPLOYEE shall be given to the last address on file with the Human Resources Department for CONTRACT EMPLOYEE.

17. INDEMNIFICATION

For purposes of indemnification and defense of legal actions, CONTRACT EMPLOYEE shall be considered an employee of the COUNTY and entitled to the same rights and subject to the same obligations as are provided for other employees of the COUNTY.

_____ COUNTY Initials

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CONTRACT EMPLOYEE Initials 

18. REPORTING

CONTRACT EMPLOYEE will report directly to the County Board of Supervisors through the County Administrative Officer (CAO). If the office of CAO is vacant, CONTRACT EMPLOYEE will report directly to the County Board of Supervisor through the Chairperson of the Board of Supervisors.

19. GENERAL PROVISIONS

This Agreement is entered into in Quincy, California, and shall be governed by California law. Venue for any action arising out of this Agreement shall lie in Plumas County, California. If a court determines that venue is not proper in Plumas County, the parties agree that venue shall be Sierra County.

This Agreement reflects the entire agreement of the parties and supersedes any prior agreements, promises or commitments. This Contract may be amended in writing by mutual consent of the parties.

20. EFFECTIVE DATE

This Agreement shall be effective on June 20, 2016, (the "Effective Date") if approved by both parties.

21. SIGNATURES

COUNTY:

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

By _____

Sherrie Thrall, Chair
Plumas County Board of Supervisors

Dated: _____

ATTEST:

Nancy DaForno,
Clerk of the Board of Supervisors

Dated: _____

CONTRACT EMPLOYEE:


WILSON ROBERT BRUNSON
"Contract Employee"
Dated: 5/23/16

APPROVED AS TO FORM:

R. Craig Settemire
Plumas County Counsel

Dated: _____

- 7 -

_____ COUNTY Initials

CONTRACT EMPLOYEE Initials _____

Exhibit A

Job Description

Behavioral Health Director

WB

BEHAVIORAL HEALTH DIRECTOR

DEFINITION

Under direction of the Board of Supervisors, plan, organize, direct, manage, and supervise County of Plumas Behavioral Health programs; direct and supervise staff providing mental health and drug and alcohol services; represent Department activities, programs and services with community organizations and other government agencies; oversee clinical, financial and administrative aspects of Department operations; oversee the development of evidence based clinical services and quality assurance systems; and, perform special assignments and related work as required.

DISTINGUISHING CHARACTERISTICS

This is an "at will" Department Head position that is appointed by and serves at the pleasure of the Board of Supervisors. The incumbent shall have general responsibility for the administration of mental health and alcohol and drug programs and services under the direction of the Board of Supervisors. In this role, the Behavioral Health Director shall be responsible for the direct delivery or brokerage of behavioral health crisis intervention services, individual or group therapeutic or other treatment services, case management, medication and nursing support services, psychiatric hospitalization and sober living or other residential care services.

REPORTS TO

Board of Supervisors or through a County Administrative Officer, if applicable.

CLASSIFICATIONS DIRECTLY SUPERVISED

Mental Health Program Chief, Mental Health Program Chief -- Nursing, Behavioral Health or Mental Health Therapist III, Department Fiscal Officer I or II, and the Quality Assurance Coordinator, and other positions/classifications as needed.

WMB

BEHAVIORAL HEALTH DIRECTOR - 2

EXAMPLES OF DUTIES

- Plans, organizes, directs, coordinates, and administers the County's mental health and drug and alcohol programs, activities and services.
- Develops and recommends Department goals, objectives and policies.
- Prepares or participates in the preparation of Department budgets to be approved by the Board of Supervisors, and oversees appropriate administration of the approved budget for Department services and operations.
- Provide organizational supervision and direction to clinical director(s).
- Ensures appropriate training of Department staff in accordance with County Personnel Rules, and in accordance with current standards of behavioral health practice and professional licensure as appropriate.
- Directs and reviews grant and contract preparation, grant and contract management, and compliance with reporting and fiscal management requirements.
- Oversees Department program planning, service design and evaluation.
- Directs the collection of statistical or fiscal information, electronic medical records, and other data as needed to evaluate and monitor performance of Departmental programs and services, and prepares reports.
- Develops and implements new behavioral health programs to meet the needs of Plumas County residents as resources allow, or retools existing programs to meet current needs.
- Represents the Department with community organizations, health providers and other governmental jurisdictions. Participates with other County Department Heads Including the Public Health and Social Services Directors to promote the development and coordination of health and human services. Serves as a member of the Community Corrections Partnership if directed by the Board.
- Serves as Mental Health Director and the County Alcohol and Drug Administrator as directed by the Board of Supervisors.
- Appropriately manages the most sensitive public complaints and issues, represents the Department in public settings, and serves as the primary Department spokesperson.
- Selects, assigns, directs and evaluates the performance of subordinate management and supervisory personnel, participates in determining qualifications, skills and training needs for multidisciplinary program staff.
- Oversees the development, negotiation and monitoring of contracted services and resources.
- Serves as the primary liaison of the Behavioral Health Department to the Mental Health Commission, and ensures ongoing support, data and information as requested by the Commission.
- Serves as the primary representative of the Behavioral Health Department with the California Department of Health Care Services, managed care organizations, and other state or federal agencies as needed.

WFB

BEHAVIORAL HEALTH DIRECTOR - 3

EXAMPLES OF DUTIES - Continued

- Analyzes new or proposed legislation and directives; interprets and disseminates County, State and federal policy and regulations pertaining to behavioral health services, and monitors implementation and compliance.
- Coordinates and participates in a variety of staff and departmental meetings to ensure quality care and service delivery, including utilization review. Ensures Department compliance with all federal and state requirements for documentation and billing.
- Performs special assignments as directed.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

KNOWLEDGE OF

- Behavioral health problems and issues and their relationship to the development and delivery of behavioral health services.
- Methods, principles and practices of developing, implementing, coordinating and administering behavioral health services.
- Principles and practices of evaluation of effective and evidenced-based mental health and alcohol and drug use treatment programs and services.
- Federal, State, and County laws and regulations applicable to mental health and substance use programs, and the relationship of federal and State programs to local government services and programming.
- Principles and practices of fiscal management and budget administration necessary to oversee the development of sound budget requests and establish internal monitoring and control systems.
- Effective personnel management practices including techniques of selecting, supervising, training and evaluating the performance of multidisciplinary clinical, peer and administrative staff in a governmental setting.
- The application and effectiveness of a variety of behavioral health treatment modalities utilized in a comprehensive community-based prevention and treatment system.

WHS

BEHAVIORAL HEALTH DIRECTOR - 4

KNOWLEDGE OF - Continued

- Requirements, administrative techniques and record keeping necessary for securing, maintaining and effective oversight of grant or contract funded programs.
- General functions of the Behavioral Health Division of the California Department of Health Care Services.
- Community organization and development.

ABILITY TO

- Plan, organize, supervise and administer the programs and services of the County Behavioral Health Department.
- Establish and maintain collaborative working relationships with community members and organizations, and continually develop the capacity of community based providers to develop and provide behavioral health services.
- Develop, negotiate and monitor contracts.
- Provide vision and direction, training, supervision, and evaluate the performance of multidisciplinary management, supervisory and other appropriate staff and resolve employee problems.
- Ensure appropriate clinical supervision and direction for licensed and/or certified personnel.
- Develop and administer Departmental budgets, control expenditures and actively seek reimbursements and other revenue to support Department services and operations.
- Oversee the development and administration of grant-funded programming when appropriate.
- Determine the need and priority of behavioral health programming, recommend allocation of resources and participate in short and long term budget planning and preparation.
- Establish and maintain cooperative working relationships with State and federal agency representatives, community representatives and staff.
- Develop and maintain systems to compile health data or outcomes, provide statistical analysis, and prepare or direct the preparation of clear and concise reports.
- Interpret complex federal, State and County codes, laws and regulations and implement systems to assure compliance.
- Effectively represent the Behavioral Health Department in contacts with the public, community organizations, and other governmental agencies.
- Establish and maintain cooperative working relationships.
- Speak and write clearly and concisely.

WFB

BEHAVIORAL HEALTH DIRECTOR - 5

TRAINING AND EXPERIENCE

Any combination of training and experience that would likely provide the required knowledge and abilities. Some options are:

Option I: A physician and surgeon licensed by the State of California who has three years of graduate training in psychiatry and an additional two years of training or practice in the field of psychiatry, of which one year shall have been in an administrative capacity.

Option II: A psychologist licensed by the State of California who possesses a doctorate degree in Psychology from an institution of higher education and has three years of experience in clinical psychology, of which two years shall have been in an administrative capacity.

OPTION III: A clinical social worker licensed by the State of California who possesses a master's degree in social work and has five years of experience in mental health, of which two years shall have been in an administrative capacity.

OPTION IV: A marriage, family and child counselor who possesses a master's degree in an approved behavior science course of study, and who is a licensed marriage, family and child counselor in the State of California. In addition, the marriage, family and child counselor shall possess five years of mental health experience, two years of which shall have been in an administrative capacity.

OPTION V: A nurse who possesses a Master's degree in psychiatric or public health nursing and is licensed as a registered nurse by the Board of Registered Nursing in the State of California, and has five years of mental health experience, two of which shall have been in an administrative capacity.

Option VI: An administrator who shall have a master's degree in hospital administration, public health administration, or public administration from an accredited college or university or a related field, and who shall have at least three years experience in hospital or health care administration, two of which shall have been in the mental health and substance use field. Additional post-baccalaureate experience in a mental health setting may be substituted on a year-for-year basis.

SPECIAL REQUIREMENTS

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

WB