

## **BOARD OF SUPERVISORS**

Michael Sanchez, 1<sup>st</sup> District  
Kevin Goss, 2<sup>nd</sup> District  
Sharon Thrall, 3<sup>rd</sup> District  
Lori Simpson, Chair 4<sup>th</sup> District  
Jeff Engel, Vice Chair 5<sup>th</sup> District

**AGENDA FOR REGULAR MEETING OF APRIL 11, 2017 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

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

### **AGENDA**

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

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

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

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

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



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

## STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

### PUBLIC COMMENT OPPORTUNITY

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

### DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

## ACTION AGENDA

### 1. CONSENT AGENDA

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

#### A) SHERIFF

- 1) Approve continuation of Local Emergency due to Severe Winter Storms of January and February 2017
- 2) Adopt **RESOLUTION(s)** authorizing the Sheriff to Undertake a Certain Project Designated "Medi-Cal County Inmate Program" for FY 2016 -2017 and FY 2017-2018 to be Administered by the State of California, Department of Health Care Services
- 3) Approve and authorize the Chair to sign contract between County of Plumas and Dale Harris, DDS not to exceed \$40,000 for dental services to Jail inmates; approved as to form by County Counsel

#### B) PUBLIC HEALTH AGENCY

Approve Service Agreement and ratify payment of services rendered to date on Agreement #SS1617DYRR of \$3,000 with Katy Dyrr for Dietitian services for the Senior Services Program; approved as to form by County Counsel

#### C) RECORDS MANAGEMENT

Approve and authorize the Chair to sign five-year Lease Agreement between County of Plumas and MailFinance, Inc. & Neopost USA of \$364.06 per month for Courthouse Postage Machine; approved as to form by County Counsel

2. **SIERRA VALLEY ART & AG TRAIL** – Kristi Jamason  
Presentation of Sierra Valley Art & Ag Trail event held October 1, 2016

**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; 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**

3. **COUNTY SERVICE AREA #12** – Robert Perreault  
Approve Amendment No. 5 to the contract between Plumas Rural Services and CSA #12 for the operation of Plumas Transit Systems; approved as to form by County Counsel; discussion and possible action

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

4. **DEPARTMENTAL MATTERS**

- A) **HUMAN RESOURCES** – Nancy Selvage
- 1) Adopt **RESOLUTION** to amend Job Classifications for Public Health Administrative Services Assistant Range 3200; Registered Dental Assistant I/II Ranges 1931/ 2027, and Amend Fiscal Year 2016/2017 Position Allocation for Public Health Department #70560 and #70559. Roll call vote
  - 2) Authorize Human Resources to recruit and fill vacant, funded and allocated 1.0 FTE Public Health Administrative Services Officer; 1.0 FTE Registered Dental Assistant I/II position; discussion and possible action
  - 3) Adopt **RESOLUTION** to add new Job Classification for Assistant County Counsel Range 4370; amend Deputy County Counsel I, Range 3073; Deputy County Counsel II, Range 3228; Deputy County Counsel III, Range 3738; and amend Fiscal Year 2016/2017 Position Allocation for County Counsel Department 20080; and authorize Human Resources to recruit and fill same. **Roll call vote**
- B) **BEHAVIORAL HEALTH** – Robert Brunson
- 1) Authorize the Behavioral Health Director to hire at Step “E” for the Behavioral Health Unit Supervisor position; discussion and possible action
  - 2) Authorize the Behavioral Health Director to hire at “Step “D” for the Behavioral Health Site Coordinator position; discussion and possible action
- C) **LIBRARY** – Lynn Sheehy  
Appropriate \$6,525 from the General Fund Contingency (20980/528400) to Library (20670/523712) to pay invoices of \$10,433.56 for CalPERS retirees of the North State Cooperative Library System; **four/fifths required roll call vote**

## **5. BOARD OF SUPERVISORS**

- A. Accept letter of resignation from Jim Green, Plumas County Building Official, effective May 5, 2017; and direct Human Resources to begin the recruitment process to fill the position; discussion and possible action
- B. Discussion and possible action regarding countywide communication systems
- C. Consider request of the Sheriff to earmark \$234,044 from HR 2389-Title III funding to be used for Public Safety Communications infrastructure development and upgrades; and direct the Clerk to provide public notice to begin the 45 day comment period followed by a noticed public hearing to allocate funding; 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

## **6. CLOSED SESSION**

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

- A. Personnel: Public employee appointment or employment - Behavioral Health Unit Supervisor
- B. Personnel: Public employee appointment or employment - Behavioral Health Site Coordinator
- C. Public employee performance evaluation – Director of Public Works (Board only)
- D. 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, Court of Appeal Third Appellate District Case No. C082315
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- F. 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, April 18, 2017, Board of Supervisors Room 308, Courthouse, Quincy, California.



1A1

# Memorandum

**DATE:** April 3, 2017  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood  
**RE:** Agenda Items for the meeting of April 11, 2017

**It is recommended that the Board:**

Approve Continuation of Local Emergency Due to Severe Winter Storms of January 2017.

**Background and Discussion:**

On January 8, 2017, the Board proclaimed a local emergency due to severe winter storms. These storms began on January 8, 2017 and caused torrential rain and widespread flooding throughout Plumas County.

As required by Section 8630 of the California Emergency Service Act, the governing body must review the need for continuing the local emergency every month. The original Resolution #17-8221 ratifying the proclamation was done on January 10, 2017.

Efforts are continuing to locate and assess damages resulting from the storms. This is an ongoing process at this time. Damage assessments are being impeded by current weather conditions and the amount of snow that has accumulated throughout Plumas County.

Accordingly, the Board is asked to approve a continuation of the local emergency due to severe winter storms of January 2017.

# Memorandum

**DATE:** April 3, 2017  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood  
**RE:** Agenda Items for the meeting of April 11, 2017

**It is recommended that the Board:**

Approve Continuation of Local Emergency Due to Severe Winter Storms of February 2017.

**Background and Discussion:**

On February 14, 2017, the Board proclaimed a local emergency due to severe winter storms. These storms began on February 8, 2017 and caused torrential rain and widespread flooding throughout Plumas County.

As required by Section 8630 of the California Emergency Service Act, the governing body must review the need for continuing the local emergency every month. The original Resolution #17-8229 ratifying the proclamation was done on February 14, 2017.

Efforts are continuing to locate and assess damages resulting from the storms. This is an ongoing process at this time. Damage assessments are being impeded by current weather conditions and the amount of snow that has accumulated throughout Plumas County.

Accordingly, the Board is asked to approve a continuation of the local emergency due to severe winter storms of February 2017.



GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

1A2

## Memorandum

**DATE:** March 29, 2017  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood  
**RE:** Agenda Item for the meeting of April 11, 2017

### RECOMMENDATION:

Review agreements and adopt resolutions, one for fiscal year 2016-2017 and one for fiscal year 2017-2018, with the California Department of Health Care Services(DHCS).

### BACKGROUND & DISCUSSION:

In approving these agreements, it will allow Plumas County to participate in the Medi-Cal County Inmate Program(MCIP) allowing some medical costs of Medi-Cal eligible County Inmates to be directly billed to DHCS.

Due to the length of the agreements one copy has been filed with the Clerk of the Board.

**PLUMAS COUNTY BOARD OF SUPERVISORS**  
**RESOLUTION # \_\_\_\_\_**

**WHEREAS,** THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED "MEDI-CAL COUNTY INMATE PROGRAM" FOR FY 2016-2017, TO BE ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES.

**NOW, THEREFORE,** BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS OR HIS DESIGNEE, IS AUTHORIZED TO SIGN AND SUBMIT THE COUNTY PARTICIPATION FORM: FISCAL YEAR 2016-2017 QUARTER 4 ON BEHALF OF THE BOARD OF SUPERVISORS. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN THE MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT. ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, WILL BE APPROVED BY THE BOARD OF SUPERVISORS.

**IT IS AGREED,** THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FISCAL AND OPERATIONAL REQUIREMENTS OF THE MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON \_\_\_\_\_, 2017 BY THE FOLLOWING VOTE;

**AYES;**

**NOES;**

**ABSENT;**

**CHAIR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Lori Simpson, Chair

**ATTEST; SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Nancy DaForno, Clerk

**PLUMAS COUNTY BOARD OF SUPERVISORS**  
**RESOLUTION # \_\_\_\_\_**

**WHEREAS,** THE SHERIFF OF PLUMAS COUNTY DESIRES TO UNDERTAKE A CERTAIN PROJECT DESIGNATED "MEDI-CAL COUNTY INMATE PROGRAM" FOR FY 2017-2018, TO BE ADMINISTERED BY THE STATE OF CALIFORNIA, DEPARTMENT OF HEALTH CARE SERVICES.

**NOW, THEREFORE,** BE IT RESOLVED THAT THE SHERIFF OF THE COUNTY OF PLUMAS OR HIS DESIGNEE, IS AUTHORIZED TO SIGN AND SUBMIT THE COUNTY PARTICIPATION FORM: FISCAL YEAR 2017-2018 ON BEHALF OF THE BOARD OF SUPERVISORS. THE SHERIFF OR AUTHORIZED REPRESENTATIVE SHALL SIGN THE MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT. ANY EXTENSIONS OR AMENDMENTS THEREOF AND ANY SUBSEQUENT CONTRACT WITH THE STATE IN RELATION THERETO, WILL BE APPROVED BY THE BOARD OF SUPERVISORS.

**IT IS AGREED,** THAT THE COUNTY OF PLUMAS SHALL COMPLY WITH THE FISCAL AND OPERATIONAL REQUIREMENTS OF THE MEDI-CAL COUNTY INMATE PROGRAM AGREEMENT.

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE BOARD OF SUPERVISORS OF PLUMAS COUNTY IN A MEETING THEREOF HELD ON \_\_\_\_\_, 2017 BY THE FOLLOWING VOTE;

**AYES;**

**NOES;**

**ABSENT;**

**CHAIR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Lori Simpson, Chair

**ATTEST; SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TYPED NAME AND TITLE:** \_\_\_\_\_ Nancy DaForno, Clerk




GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

1A3

## Memorandum

**DATE:** March 29, 2017  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Items for the meeting of April 11, 2016

**It is recommended that the Board:**

Approve and sign contract #PCSO00015 between the Plumas County Sheriff's Office (PCSO) and Dale Harris, DDS in the amount of \$40,000.

**Background and Discussion:**

The term of this contract is 03/16/17 – 03/15/18. This purpose of this agreement with Dale Harris, DDS is to provide dental services to Jail inmates as required by law.

Agreement has been approved as to form by County Counsel.

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
DENTAL SERVICES**

THIS AGREEMENT is made and entered into this 16th day of March, 2017 ("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 Dale Harris, DDS, an individual ("Contractor").

**WITNESSETH:**

**WHEREAS**, County proposes to have Contractor perform dental services for inmates at the Plumas County Correctional Center 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 these specific services 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

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COUNTY INITIALS

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CONTRACTOR INITIALS

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 may 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 "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Forty Thousand and No/100 Dollars (\$40,000.00).

2.2. 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.

2.3. Additional Services. Contractor shall not receive compensation for any services

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_



provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager, 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 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 Contractor's services which have been completed to County's sole satisfaction. County shall pay Contractor'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 Contractor'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 within five (5) days from 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 end on March 15, 2018, 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.

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 but not limited to premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, and personal injury with a minimum policy limit of the greater of (i) the limit available on the policy or (ii) 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 policy limit of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.
- (c) Workers' compensation insurance as required by the State of California.
- (d) Professional errors and omissions ("E&O") liability insurance with minimum policy limits of the greater of (i) the limit available on the policy or (ii) One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

- (a) 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.

- (b) 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.
- (c) 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.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) 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.
- (f) 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..
- (g) 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.
- (h) 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.
- (i) 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.

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

## **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 Administrative Officer 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.

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

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor 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 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:

Dale Harris, DDS  
78 Central Ave.  
Quincy, CA 95971

Tel: (530) 283-0980

IF TO COUNTY:

County of Plumas  
1400 E. Main St.  
Quincy, CA 95971

Tel: (530) 283-6361  
Attn: Roni Towery

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 sole 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.

6.25. Contract Superseded. As of the Effective Date, this contract supercedes and replaces in its entirety that certain Standard Services Agreement between the County and Contractor with an effective date of March 16, 2011. Such Standard Services Agreement shall be considered immediately terminated as of the Effective Date by mutual agreement of the parties.

[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

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

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

CONTRACTOR

\_\_\_\_\_  
Dale Harris, DDS

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

APPROVED AS TO FORM:  
Office of the County Counsel

  
\_\_\_\_\_  
R. CRAIG SETTEMIRE, County Counsel

Date: 5/28/2017

## EXHIBIT A

### SCOPE OF WORK AND FEE SCHEDULE

1. Provide dental services to inmates at the Plumas County Correctional Center. Such services shall be on an as-needed basis upon request of the County. County shall contact Contractor's office to schedule services under this Agreement. Inmates will be transported to the Contractor's office at the expense of the County.
2. The following dental services shall be provided at the fees listed, each such fee being a flat, all-inclusive fee for that particular service:
  - Oral evaluation (exam): \$65
  - Intra Oral X-Rays (each): \$26
  - Panographic X-Ray (whole mouth): \$95
  - Simple extraction: \$149
  - Surgical extraction: \$235
  - Silver filling: \$155
  - Composite filling (white): not to exceed \$242
  - Mouth debridement (scale) of teeth: \$86
  - Root canal treatment: \$773
  - Emergency after hours (office visit): \$130
3. Contractor shall provide an estimate for denture work and tooth replacement upon request of the County.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

1B

Mimi Khin Hall, MPH, CHES, Director

Mark Satterfield, M.D., Health Officer

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

**Date:** April 3, 2017

**To:** Honorable Board of Supervisors

**From:** Mimi Hall

**Agenda:** Item for April 11, 2017

**Item Description/Recommendation:** Approve Service Agreement and ratify payment of the services rendered to date on Agreement #SS1617DYRR in the amount of \$3,000.00 with Katy Dyrr for Dietitian services for the Senior Services Program.

**History/Background:** Plumas County Senior Nutrition program provides midday meals per week to seniors at the four nutrition sites in Chester, Greenville, Quincy and Portola. The program also provides meals for homebound seniors throughout the county. A substantial portion of funding for the program comes from grants from the United States Department of Agriculture and the Area Agency on Aging (AAA). These grants require specific nutritional standards and variation for meals, which must be approved by AAA as a condition of funding.

Katy Dyrr, who has is registered dietician, has provided this service in past years, and continues to serve in the same capacity. Due to an oversight, the annual Agreement which is within the dollar amount that may be approved and signed by the department head, had not been executed.

At this time, it is asked that the Board approve the Agreement and ratify it for payment of services rendered to date.

Thank you.

**Plumas County Clerk Recorder****Address:** 520 Main St # 102, Quincy, CA 95971**Phone:** (530) 283-6218

WSCA/NASPO - PURCHASE ORDER - LEASE

WSCA/NASPO Master Price Agreement Contract Number –  
ADSP011-00000411-4

PO # \_\_\_\_\_

Billing Cycle: Monthly

Meter Rental IN710A1+SP10+EP70 (RMM)

To:

MailFinance Inc.  
478 Wheelers Farms Road  
Milford, CT 06461  
800-881-6245

SHIP TO:

**Address:** 520 Main St # 102, Quincy, CA 95971**Phone:** (530) 283-6218

| P.O. DATE | REQUISITIONER | SHIPPED VIA | F.O.B. POINT | TERMS |
|-----------|---------------|-------------|--------------|-------|
|           |               |             |              |       |

| QTY             | UNIT   | DESCRIPTION   | UNIT PRICE | TOTAL    |
|-----------------|--|---|------------|----------|
| 1               | IN710WP30DWP,MST2,IN710ACTIVATION,ISDU<br>100,INRMMCOMPSTAND | BASE, FEEDER , DYNAMIC SCALE,<br>EXTERNAL SCALE, THERMAL LABEL<br>PRINTER, 100 DEPARTMENTS,<br>CONVEYOR, MONITER STAND,PC,RMM |            |          |
|                 |  | 60 MONTH LEASE  |            |          |
| MONTHLY PAYMENT |  |   |            | \$364.06 |

SHIPPING &amp; HANDLING \$0.00

OTHER \$0.00

TOTAL MONTHLY PAYMENT \$364.06

1. Order is governed under the terms and conditions of the WSCA/NASPO Master Price Agreement Contract Number ADSP011-00000411-4.  
Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

The order is also subject to the attached addendum made a part here of by this reference.

2. Payments will be sent to:  
MailFinance  
25881 Network Place  
Chicago, IL 60673-1258  
Federal ID Number: 94-2984524

3. Send all correspondence to:  
MailFinance Inc.  
478 Wheelers Farms Road  
Milford, CT 06461  
Phone 203-301-3400 Fax: 203-301-2600

Authorized by \_\_\_\_\_

Date \_\_\_\_\_

Approved as to form:

  
R. Craig Settlemyre  
Plumas County Counsel

Signature: \_\_\_\_\_

**ADDENDUM TO WSCA/NASPO – PURCHASE ORDER – LEASE**

**BY AND BETWEEN**

**THE COUNTY OF PLUMAS AND MAILFINANCE, INC.**

This Addendum is to that certain “WSCA/NASPO – PURCHASE ORDER – LEASE” by and between the parties, namely, the County of Plumas, a political subdivision of the State of California (hereinafter “Government,” “Lessee,” or “Customer,” as the context shall indicate), and MailFinance, Inc., a \_\_\_\_\_ corporation, and Neopost USA Inc., a \_\_\_\_\_ corporation (collectively hereinafter “Lessor” or “Supplier,” as the context shall indicate), who, for valuable consideration, agree as follows:

Notwithstanding any provisions to the contrary in the agreements between the parties, including but not limited to terms and conditions of the “WSCA/NASPO Master price Agreement Contract Number ADSPO11-00000411-4,” the “PRODUCT LEASE,” the “POSTAGE METER RENTAL AGREEMENT,” “POSTAGE METER RENTAL AGREEMENT (USPS Meter Terms),” and the “HARDWARE MAINTENANCE AGREEMENT” the following terms and conditions shall apply:

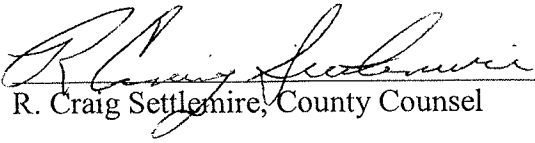
A. Choice of Law and Venue: The laws of the State of California shall govern the agreements. The state and federal courts in Plumas County in the State of California shall have the exclusive jurisdiction and venue over all controversies arising out of, or relating to, the agreements.

B. Should the Government cancel the agreements for non-appropriation, there shall be no termination fee or other penalty, and the Government shall return the Equipment to Neopost Leasing as directed by Neopost Leasing.

C. The Customer may move the Equipment to any building owned or leased by the Customer upon thirty (30) days prior written notice to Lessor and Supplier.

IN WITNESS WHEREOF, this Addendum has been executed as of the date of the last to sign set forth below:

|  |                              |
|--|------------------------------|
| <b>For: MailFinance, Inc. and Neopost USA Inc.</b> | <b>For: County of Plumas</b> |
| By _____   | By _____                     |
| Name: _____  | Name: _____                  |
| Title: _____                                       | Title: _____                 |
| Date signed: _____                                 | Date signed: _____           |

|   |   |
|---|---|
| <p>By _____<br/>Name:<br/>Title:<br/>Date signed:</p> | <p>Approved as to form:</p> <p><br/>R. Craig Settlemire, County Counsel</p> |
|---|---|

**HARDWARE MAINTENANCE AGREEMENT**

Customer Name Plumas County Recorder

Installation Address 520 Main St Quincy CA 95971

Billing Address 520 Main St Quincy CA 95971

**Terms and Conditions Applicable To  
MMSWest Hardware Maintenance Agreement**

1. Commencement Date

Commencement date shall be the date of the completion of the installation.

**(SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS)**

**Equipment Description**

Product Mfg/Model: IN710WP30DWP, CONVEYOR MST2

Additional Equipment on Exhibit A, attached hereto.

**Customer Acceptance**

**(Company) Acceptance**

By: \_\_\_\_\_  
Please Print

By: \_\_\_\_\_  
Please Print

Signature \_\_\_\_\_

Signature: \_\_\_\_\_

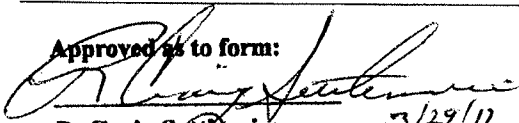
Title \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

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

Approved as to form:

  
**R. Craig Settemire**  
**Plumas County Counsel**      3/29/11

1. Description of Hardware Maintenance

- A. During the period of service maintenance availability, MMSWest will maintain in good working order all equipment covered by this Agreement, accordance with its service policies. Equipment will be serviced in accordance with its service policies. Service will include:

1.     Unscheduled repairs upon request by the Customer during MMSWest normal working hours, Monday through Friday 8:00 AM to 5:00 PM.
  - 
  - B.     MMSWest will provide after hours service on an "if available" basis, at an incremental rate equal to the charges for after hours service in effect at the time this service is performed.
- 
2.     **Acceptance by MMSWest of Hardware Maintenance**
  - A.     Maintenance is only available for equipment having a valid manufacturer serial number and UL certification.
- 
3.     **Accessories**
  - A.     Any accessory purchased from MMSWest for which full service maintenance pricing is available will automatically be added to the service maintenance agreement with the price of the maintenance agreement adjusted accordingly. The term of the agreement with respect to such accessories will be concurrent with the term for the existing agreement.
- 
4.     **Period of Assured Full Maintenance Availability**

This agreement will commence on the date indicated in Paragraph #1 on the cover page and continue for a period of service maintenance availability as described below:

For newly manufactured equipment, MMSWest will provide:

  1.     Full service maintenance availability for 60 Months.
- 
5.     **Services NOT included in hardware maintenance agreement will be charged in accordance with MMSWest labor and material rates then in effect. Those services**



**not included are not limited to, but include the following:**

1. Optional Retrofits.
2. Relocation of equipment and any services required therewith.
3. Installation of accessories, attachments or other devices.
4. Exterior refinishing or painting of equipment.
5. Performance of normal operator functions as described in the manufacturer's operator manuals.
6. Repair of damage from any cause from other than ordinary use, except damage caused by the sole negligence of MMSWest.
7. Increase in service time resulting from neglect or unique applications.
8. Alterations to any network services or devices that communicate to any device covered under this contract.

**6. Relocation of Equipment**

Customer will be liable for all costs associated with any equipment relocation NOT requested by the Customer. These costs will include all applicable installation and removal charges, special rigging charges, and technical representative and labor. MMSWest shall be under no obligation to provide maintenance service for any equipment which is relocated outside its geographical area of responsibility. **THIS AGREEMENT IS NON-CANCELLABLE.**

**7. Breach of Default**

- A. If Customer does not pay the amounts due hereunder or breaches any terms of this agreement or any other agreement with the Company, Company is not required to provide any services or supplies to Customer.
- B. Customer agrees to pay to MMSWest reasonable attorney's fees and legal expenses incurred in exercising any of its rights and remedies upon breach of this Agreement by the Customer.

**8. General**

- A. Free access. MMSWest shall have free access to the equipment to perform service thereon.
- B. Customer agrees to pay all sales and property taxes where applicable for the

equipment and services rendered pursuant to this agreement.

- C. Customer shall provide equipment key operators for instruction in use of the equipment.

**10. Charges**

The equipment and accessory service maintenance prices, terms, and conditions, shall be those in effect on the commencement date as set forth in Paragraph #1 of this agreement.

**11. Cancellation of Agreement**

After the commencement date, customer shall have the right to cancel this Agreement upon thirty (30) days written notice to the (Name of Company) prior to any renewal.

**12. Equipment Pick Up & Removal**

MMS West will provide pick up and removal of the current equipment during the installation of the IN710 at no charge.





## GOVERNMENT PRODUCT LEASE AGREEMENT

In this Government Product Lease Agreement (the "Lease"), the words "You" and "Your" mean the lessee, which is the entity that is identified as the Customer on the Government Product Lease Agreement Order Form ("Order Form"). "We," "Us" and "Our" mean the lessor, MailFinance Inc. "Supplier" refers to either Neopost USA Inc., or any other third party that has manufactured, or is providing services related to, the Products.

**1. Lease of Products. THIS LEASE IS UNCONDITIONAL AND NON-CANCELABLE** (except as provided in Section 24, below) during the Initial Term (as defined below). You agree to lease from Us the equipment, embedded software, Software, services and other products listed on the Order Form, together with all existing accessories, embedded software programs, attachments, replacements, updates, additions and repairs, (collectively the "Products") upon the terms stated herein. For the avoidance of doubt, postage meters for use in mailing machines are excluded from the definition of Products. The term "Software" means any software that is subject to this Lease, other than software programs that are embedded in the hardware. Software is subject to the additional terms as may be provided by the Supplier.

**2. Promise to Pay.** You promise to pay to Us the lease payment shown on the Order Form ("Lease Payment") in accordance with the payment schedule set forth thereon, plus all other amounts stated in this Lease.

### **3. Initial Term; Renewal.**

**3.1 FMV Lease.** The Initial Term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). Unless You have opted for an LTOP Lease as described in Section 23, You must notify Us in writing at least thirty (30) days before the end of the Initial Term that You intend to either: (i) return the Products at the end of the Initial Term; or (ii) purchase the Products pursuant to Section 22. If You have not opted for an LTOP lease and You fail to give us such notice, then this Lease will automatically renew for consecutive periods of one (1) month each (each a "Renewal Period"). The amount You pay for the Products will remain unchanged during each Renewal Period. We will not notify You that the Initial Term or any Renewal Period is ending. You may terminate this Lease at the conclusion of any Renewal Period by giving Us thirty (30) days prior written notice of Your intent to do so. If You notify Us in writing that You intend to terminate the Lease, as set forth above, You shall either return the Products pursuant to Section 12 of this Lease or purchase the products pursuant to Section 22.

**3.2 LTOP Lease.** If you have opted for an LTOP Lease as described in Section 23, then the term of this Lease will begin on the date the Products are installed and will continue for the number of months shown on the applicable Order Form ("Initial Term"). At the conclusion of the Initial Term of an LTOP Lease, we shall: (i) transfer title of all hardware Products to You as set forth in Section 23; and (ii) Your license to use any Software Products shall continue without the need to make any further license payments to Us.

**4. Payments.** Lease Payments, and other charges provided for herein, are payable in arrears periodically as stated on the Order Form. You agree to make Lease Payments to Us at the address specified on Our invoices, or at any other place designated by Us within thirty (30) days of the date of Our invoice.

**5. Delivery and Location of Products.** The Products will be delivered to You at the installation address specified on the Order Form ("Installation Address") or, if no such location is specified, to Your billing address. Your acceptance of the Products occurs upon delivery of the Products. You shall not remove the Products from the Installation Address unless You first get Our written permission to do so.

**6. Ownership, Use, and Maintenance of Products.** We will own and have title to the Products during the Lease. You agree that the Products are and shall remain Our personal property. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. You represent that the Products will be used solely for commercial purposes and not for personal, family or household purposes. At Your own cost, You agree to maintain the Products in accordance with the applicable operation manuals and to keep the Products in good working order, ordinary wear and tear excepted.

**7. Assignment of Supplier's Warranties.** We hereby assign to You any warranties relating to the Products that We may have received from the Supplier.

**8. Relationship of the Parties.** You agree that You, not We, selected the Products and the Supplier, and that We are a separate company from the Supplier and that the Supplier is not Our agent. IF YOU ARE A PARTY TO ANY POSTAGE METER RENTAL, MAINTENANCE, SERVICE, SUPPLIES OR OTHER CONTRACT WITH ANY SUPPLIER, WE ARE NOT A PARTY THERETO, AND SUCH CONTRACT IS NOT PART OF THIS LEASE (EVEN THOUGH WE MAY, AS A CONVENIENCE TO YOU AND THE SUPPLIER, BILL AND COLLECT MONIES OWED BY YOU TO THEM).

**9. Default.** You will be in default under this Lease if You fail to pay any amount within ten (10) days of the due date or fail to perform or observe any other obligation in this Lease. If You default, We may, without notice to You, do any one or more of the following, at Our option, concurrently or separately: (A) cancel this Lease; (B) require You to return the Products pursuant to Section 12 below; (C) take possession of and/or render the Products unusable, and for such purposes You hereby authorize Us and Our designees to enter Your premises, with prior reasonable notice or other process of law; and (D) require You to pay to Us, on demand as liquidated damages and not as a penalty, an amount equal to the sum of: (i) all Lease Payments and other amounts then due and past due; (ii) all remaining Lease Payments for the then-current term, together with any taxes due or to become due during such term (which You agree is a reasonable estimate of Our damages); and (iii) in the event that You failed to promptly return the Products to Us, an amount equal to the remaining value of the Products at the end of the then-current term, as reasonably determined by Us. To the extent allowable by law, You shall also pay all Our costs in enforcing Our rights under this Lease, including reasonable attorneys' fees and expenses that We incur to take possession, store, repair, or dispose of the Products, as well as any other expenses that We may incur to collect amounts owed to Us. We are not required to re-lease or sell the Products if We repossess them. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**10. Finance Lease.** You agree that this Lease is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 2A-522, or any similar laws.



**11. Loss; Damage; Insurance.** You shall: (i) bear the risk of loss and damage to the Product(s) during the Initial Term and any Renewal Period; and (ii) keep the Product(s) insured, at Your expense, against all risks of loss and damage in an amount at least equal to its full replacement cost.

**12. Return of Products.** Unless You take title to the tangible Products pursuant to Section 22 or Section 23, then You are required to return such Products under this Lease. In such a case, at the end of the Lease, You shall, after receiving an Equipment Return Authorization ("ERA") number from Us, promptly send the Products, at Your expense plus shipping and handling costs, to any location(s) that We designate in the contiguous United States. The Products must be properly packed for shipment with the ERA number clearly visible, freight prepaid and fully insured, and must be received in good condition, less normal wear and tear.

**13. Assignment. YOU SHALL NOT SELL, TRANSFER, ASSIGN, SUBLEASE, PLEDGE OR OTHERWISE ENCUMBER (COLLECTIVELY, "TRANSFER") THE PRODUCTS OR THIS LEASE IN WHOLE OR IN PART.**

**14. Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE SUITABILITY OF THE PRODUCT(S), ITS CONDITION, ITS MERCHANTABILITY, ITS FITNESS FOR A PARTICULAR PURPOSE, ITS FREEDOM FROM INFRINGEMENT, OR OTHERWISE. WE PROVIDE THE PRODUCTS TO YOU "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

**15. Limitation of Liability.** WE SHALL NOT BE LIABLE TO YOU AND YOU SHALL NOT MAKE A CLAIM AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES), OR EXPENSE OF ANY KIND ARISING DIRECTLY OR INDIRECTLY FROM THE DELIVERY, INSTALLATION, USE, RETURN, LOSS OF USE, DEFECT, MALFUNCTION, OR ANY OTHER MATTER RELATING TO THE PRODUCTS (COLLECTIVELY, "PRODUCT MATTERS"). NOTWITHSTANDING ANY OTHER PROVISION OF THIS LEASE, EXCEPT FOR DIRECT DAMAGES RESULTING FROM PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE MAXIMUM OUR LIABILITY TO YOU FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO US HEREUNDER BY YOU.

**16. Notice.** All notices related to this Lease to Us shall be made by You, or an attorney representing You. Notice of non-renewal of this Lease shall be made as outlined in Section 3 herein by calling 1-800-NEOPOST (636-7678). All other notices, requests and other communications hereunder shall be in writing and sent to: MailFinance Inc., 478 Wheelers Farms Road, Milford, CT 06461 ("Notice Address"). Such notices shall be considered given when: (i) delivered personally, or (ii) sent by commercial overnight courier with written confirmation of delivery. In the event that We do not accept Your offer to enter this Lease, then You have the right to a written statement that specifies the reasons that Your offer was not accepted. You can request such a statement by writing to Us at the Notice Address.

**17. Integration.** The Lease represents the final and only agreement between You and Us. There are no unwritten oral agreements between You and Us. The Lease can be changed only by a written agreement between You and Us. Any additional terms and conditions referenced on any Purchase Order shall be void and have no effect on this Lease.

**18. Severability.** In the event any provision of this Lease shall be deemed to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

**19. Waiver or Delay.** A waiver of any default hereunder or of any term or condition of this Lease shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition, but shall apply solely to the instance to which such waiver is directed. We may accept late payments, partial payments, checks, or money orders marked "payment in full," or with a similar notation, without compromising any rights under this Lease.

**20. Survival of Obligations.** Your obligations under this Lease shall survive any expiration or termination of any government procurement contract that may be related to it. Any obligations and duties which by their nature extend beyond the expiration or termination of this Lease shall survive the expiration or termination of this Lease.

**21. Choice of Law; Venue; and Attorney's Fees.** This Lease shall be governed under the laws of the State of Connecticut, without regard to conflicts of law, and jurisdiction shall lie exclusively in a court of competent jurisdiction in New Haven County, Connecticut. In any litigation or other proceeding by which one party either seeks to enforce its rights under this Lease (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Lease, to the extent allowable by law, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

**22. FMV Leases.** If this Lease is a fair market value lease, as indicated by the lease rate that has been used by Us to calculate Your Lease Payment then, unless You are in default, You may elect to purchase the hardware Products at the end of this Lease on an "as is, where is" basis for their fair market value, as reasonably determined by Us. In the event that You elect to do so, You must give us sixty (60) days prior written notice of Your election to purchase such Products.

**23. Termination.** [REDACTED]

## **24. Termination.**

### **24.1 Non-Appropriation.**

**a.** You warrant and represent that You intend to enter into this Lease for at least the entire Initial Term and that You are doing so for an essential government purpose. You agree that, prior to the expiration of the Initial Term, you shall not terminate this Lease in order to obtain the same or similar Products from another vendor.

**b.** You may terminate this Lease at the end of Your current fiscal year, or at the end of any subsequent fiscal year, if appropriated funds are not available to You for the Lease Payments that will be due in the next fiscal year. In the event of such a non-appropriation, then You shall provide written notice to Us that states:

Sufficient funds have not been and will not be appropriated for the remaining payments due under the Lease. I confirm that we will not replace the Products with similar



equipment from any other party in the succeeding fiscal year.

**24.2 Convenience.** You may terminate this Lease at anytime and for any reason or for no reason ("Termination for Convenience"); provided that You comply with the provisions of this paragraph. In the event of a Termination for Convenience, You shall pay Us a termination charge equal to the net present value of the periodic payments remaining in the Initial Term or, if applicable, the then-current Renewal Term, discounted to the present value at an interest rate equal to six percent (6%) per annum. Such amount must be received by Us within thirty (30) days of the effective date of the termination.

**25. Additional Postage Meter Terms.** If the Products require a postage meter, then You agree that Neopost USA's Postage Meter Rental Agreement shall govern your rental of such postage meter.

## POSTAGE METER RENTAL AGREEMENT

**1. Incorporation of Certain Terms.** Customer acknowledges that: (i) it has entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"); and (ii) if the Products that are subject to the Lease includes a mailing machine, then the terms of this Postage Meter Rental Agreement ("Rental Agreement") shall govern its rental of the Postage Meter (as defined below) for such machine. Any defined terms in the Lease shall have the same meanings in this Rental Agreement, except that "We," "Us," and "Our," refers to Neopost USA Inc., and any reference to "Products" shall refer to the Postage Meter. Sections 11, 12 and 14 through 25 of the Lease are hereby incorporated into this Rental Agreement, except that any reference in those sections to the "Lease" refer to this Rental Agreement.

**2. Provisions as to Use.** You acknowledge that: (i) as required by United States Postal Service ("USPS") regulations, the postage meter(s) identified on the Order Form (the "Postage Meter") is being rented to You and that it is Our property; (ii) the Postage Meter will be surrendered by You upon demand by Us (iii) You are responsible for the control and use of the Postage Meter; (iv) You will comply with all applicable laws regarding Your use or possession of the Postage Meter; (v) the use of the Postage Meter is subject to the conditions established from time to time by the United States Postal Service; and (vi) the Postage Meter is to be used only for generating an indicia to evidence the prepayment of postage and to account for postal funds. It is a violation of Federal law to misuse or tamper with the Postage Meter and, if You do so, We may terminate this Rental Agreement upon notice to You.

**3. Rental Fee, Term, and Taxes.** The rental fee for the Postage Meter rental during the Initial Term is included in the Lease Payment. For each Renewal Term, You agree to pay Our then-current fee for the Postage Meter rental. The Postage Meter rental fee does not include the cost of consumable supplies. The term of the rental shall be equal to the term of the Lease and is **NON-CANCELABLE**. You agree to pay all applicable taxes related to Your acquisition, possession, and/or use of the Postage Meter including all property taxes on the Postage Meter. Furthermore, You agree to pay the applicable fee to cover Our expenses associated with the administration, billing and tracking of such charges and taxes. Notwithstanding the foregoing, in the event You are tax exempt, upon providing Us a certificate, You will not be required to pay any taxes covered by such

certificate. You agree that you will return the Postage Meter at the end of the Lease term and that You will do so in the manner set forth in Section 12 of the Lease. Furthermore, You agree that if you fail to return a postage meter within thirty (30) days of receipt of the Equipment Return Authorization from Us, then You will pay a postage meter replacement fee of one thousand dollars (\$1,000).

**4. Postage Meter Maintenance, Inspections, and Location.** We will keep the Postage Meter in good working condition during the term of this Rental Agreement. The United States Postal Service regulations may require Us to periodically inspect the Postage Meter. You agree to cooperate with Us regarding such inspections. We may, from time to time, access and download information from Your Postage Meter to provide Us with information about Your postage usage and We may share that information with Our distributors and other third parties and You hereby authorize Us to do so. You agree to promptly update Us whenever there is any change in Your name, address, telephone number, the licensing post office, or the location of the Postage Meter.

**5. Postage Advances.** We do not sell postage. In the event You require an emergency advance for postage, We, at Our sole discretion, may advance You money to reset the Postage Meter. If We do provide such an advance, You agree to repay Us within five (5) days from the time of such advance: (i) the amount of the emergency advance; and (ii) the then-current advance fee.

**6. Default.** In the event You fail to perform in accordance with the terms set forth in this Rental Agreement, or any other Agreement with Us or any of Our affiliates, including, but not limited to, MailFinance Inc., and Mailroom Finance, Inc., then We may, without notice: (i) repossess the Postage Meter(s); (ii) disable the Postage Meter; (iii) immediately terminate this Rental Agreement; and (iv) pursue any remedies available to Us at law or in equity. Furthermore, upon the return of the Postage Meter, You hereby authorize Us to offset any amount of postage remaining in the Postage Meter, prior to any refund to You, against any amount due to Us or any of Our affiliates. To the extent allowable by law, You shall also pay all of Our costs in enforcing Our rights under this Rental Agreement, including reasonable attorneys' fees and expenses that We incur to take possession, store, or repair, the Postage Meter, as well as any other expenses that We may incur to collect amounts owed to Us. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

### 7. Rate Updates.

A. Maintenance of Postal Rates. It is Your sole responsibility to ensure that correct amounts are applied as payment for mailing and shipping services. We shall not be responsible for returns for delivery delays, refusals, or any other problems caused by applying the incorrect rate to mail or packages.

B. Rate Updates with Online Services. If the Order Form indicates that You are enrolled in Our Online Services program, then We will make available periodic updates for Your covered Products and/or Postage Meter, including updates to maintain accurate USPS rates for the USPS services that are compatible with such Products or Postage Meter. **The rate updates that are offered with Our Online Services program are only available for products that are Integrated (as defined below) into Your mailing machine.** For the purposes of this section, "Integrated" means that the



covered hardware cannot properly operate on a stand-alone basis and it has been incorporated into the mail machine. Products that are not Integrated including, but not limited to, all Software and scales with "ST-77," or "SE" in the model number will not receive updated rates as part of Our Online Services program (collectively "Excluded Products").

- C. **Rate Updates with Rate Change Protection and Software Advantage.** If You have any of Our Excluded Products, You may have elected to purchase Rate Change Protection ("RCP") from Us for Your hardware products or Software Advantage for Your Software. If the Order Form indicates that You have selected RCP or Software Advantage, We will make available the following updates for Your covered Products or Software: (i) updates to maintain accurate rates for the services offered by the USPS and other couriers that are compatible with Your covered Products or Software; and (ii) updates for major zip or zone changes that are compatible with Your covered Products or Software. If any reprogramming is required because You have moved the Products or Postage Meter to a new location, none of the services described in this Section cover the cost to do so. If You have not selected RCP or Software Advantage, You agree that We may send You periodic rate updates as needed and You agree to either: (i) promptly pay the then-current price for such update; or (ii) return the unused, update to Us within ten (10) business days of receiving it. Customers with an outstanding Accounts Receivable balance may not receive a rate update until the open balance is resolved.

8. **United states postal service acknowledgement of deposit requirement.** By signing this Postage Meter Rental Agreement, You acknowledge and agree that You have read the United States Postal Service Acknowledgement of Deposit (the "Acknowledgement") and will comply with its terms and conditions, as it may be amended from time to time.

9. **Additional united states postal service terms.**

- A. By signing this Postage Meter Rental Agreement, You acknowledge that You are also entering into an Agreement with the United States Postal Service ("USPS") in accordance with the Domestic Mail Manual ("DMM") 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (collectively, "Postage Evidencing Systems" or "PES") and accept responsibility for control and use of the PES contained therein.
- B. You also acknowledge You have read the DMM 604.4, Postage Payment Methods, Postage Meters and PC Postage Products (Postage Evidencing Systems) and agree to abide by all rules and regulations governing its use.
- C. Failure to comply with the rules and regulations contained in the DMM or use of the PES in any fraudulent or unlawful scheme or enterprise may result in the revocation of this Rental Agreement.
- D. You further acknowledge that any use of this PES that fraudulently deprives the USPS of revenue can cause You to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false, fictitious or fraudulent statement can result in imprisonment of up to five (5) years and fines of up

to \$10,000 (18 U.S.C. 1001). In addition, a civil penalty of up to \$5,000 and an additional assessment of twice the amount falsely claimed may be imposed (3 U.S.C. 3802).

- E. You further understand that the rules and regulations regarding use of this PES as documented in the USPS Domestic Mail Manual may be updated from time to time by the USPS and it is Your obligation to comply with any current or future rules and regulations regarding its use.
- F. You are responsible for immediately reporting (within seventy-two hours or less) the theft or loss of the postage meter that is subject to this Rental Agreement. Failure to comply with this notification provision in a timely manner may result in the denial of refund of funds remaining on the postage meter at the time of the loss or theft.

## **NeoFunds®/TotalFunds® ACCOUNT AGREEMENT**

1. **Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease") and a Postage Meter Rental Agreement with Neopost USA Inc. (the "Rental Agreement"). If you have an eligible postage meter, then you will have access to a NeoFunds postage funding account (for Neopost POC accounts) or a TotalFunds postage funding account (for Hasler TMS accounts) and this NeoFunds/TotalFunds Account Agreement ("Account Agreement") shall govern Your use of such account. Any defined terms in the Lease or Rental Agreement shall have the same meanings in this NeoFunds Agreement, except that "We," "Us," and "Our," refer to Mailroom Finance, Inc., an affiliate of Neopost USA Inc. Sections 14 through 20 of the Lease are hereby incorporated into this Account Agreement except that any reference in those sections to the "Lease" refers to this Account Agreement.

2. **Establishment and Activation of Account.** You hereby authorize Us, to establish an account in Your name ("Account") for funding the purchase of postage from the United State Postal Service ("USPS") for use in the postage meter. Your Account may also be used to purchase supplies, pay for the Postage Meter rental, and obtain certain other products and services from Neopost USA. The establishment of Your Account shall be subject to Our approval of Your creditworthiness. Any use of the Account shall constitute Your acceptance of all the terms and conditions of this Account Agreement and all other documents executed or provided in connection with the Account. The Account may not be used for personal, family, or household purposes.

3. **Operation of Account.** Each time an employee or agent of Yours with the express, implied, or apparent authority to do so (each an "Authorized User") uses the Account to receive a postage meter reset or obtain other products or services that Neopost USA Inc. is authorized to provide, Neopost USA Inc. will notify Us of the amount to be applied to Your Account balance. If the Account is used to obtain postage, then We will transfer the requested amount of postage to the USPS on Your behalf and Your Account will be charged for the amount of postage requested and any related fees, if applicable. You can continue to pre-pay the USPS for postage and understand that pre-paid postage funds will be used first to pay for my postage meter resets. You further understand that NeoFunds/TotalFunds will provide additional available postage funds when Your pre-paid account balance



is zero (\$0). When You request a postage meter reset, if You have the funds on account with the USPS, those funds automatically will be withdrawn first to pay for postage, and any additional amounts due for postage and related fees will be billed through the NeoFunds/TotalFunds Account under the terms and conditions of this Account Agreement. If the Account is used to acquire products or services from that Neopost USA is authorized to provide, then We shall pay the applicable amount to Neopost USA Inc. and add such amount to Your Account balance.

**4. Payment Terms.** You will receive a billing statement for each billing cycle in which You have any activity on Your Account. Payments are due on the due date shown on Your billing statement. You may pay the entire balance due or a portion of the balance, provided that You pay at least the minimum payment amount shown on Your statement. However, if You have exceeded the Account Limit, then You must pay the entire amount of any overage, as well as the minimum payment amount shown on Your statement. Whenever there is an unpaid balance outstanding on Your Account which is not paid in full by the due date shown on Your billing statement, We will charge You, and You agree to pay, interest on the unpaid balance of the Account for each day from the date the transaction is posted to Your Account until the date the unpaid balance is paid in full, at the Annual Percentage Rate (as defined below). The Account balance that is subject to a finance charge each day will include outstanding balances, minus any payments and credits received by Us on Your Account that day. The Annual Percentage Rate applicable to Your Account will be equal to the lesser of eighteen percent (18.00%) per annum or the maximum permitted by law. Each payment will be applied to reduce the outstanding balance of Your Account and replenish the amount available to You. We may refuse to extend further credit if the amount of a requested charge plus Your existing balance exceeds Your Account Limit.

**5. Account Limit and Account Fees.** You agree that We will establish a credit limit on Your Account (the "Account Limit"). The exact amount of the Account Limit will be indicated on Your invoice. We may, in Our sole discretion, allow Your balance to exceed the Account Limit. In the event We do so, You agree to pay Us an additional fee equal to one percent (1%) of the amount by which the Account Limit is exceeded for each transaction that You initiate after Your Account has reached the Account Limit. Such amount will be charged to Your Account on the date that the relevant transaction(s) occurs. Unless prohibited by applicable law, You agree to pay the amounts set forth in this Account Agreement, which may include, without limitation, the amounts specified above, a fee for a late payment, a fee for any checks that are returned as a result of insufficient funds, a fee for any ACH direct debit transactions which are rejected, and an annual account fee. All such fees shall be added to Your Account balance.

**6. Cancellation and Suspension.** We may at any time close or suspend Your Account or temporarily refuse to allow further charges to Your Account. You can cancel Your Account at any time by notifying Us in writing at the address provided on Your Account statement of Your desire to do so. No cancellation or suspension will affect Your obligation to pay any amounts You then owe under this Account Agreement. We will notify You of the Account balance in the event of any termination and all outstanding obligations will survive the termination of this Account Agreement by either party.

**7. Default.** We may declare You in default if You: (i) have made any misrepresentations to Us; (ii) at any time, have done or allowed anything that indicates to Us that You may be unable or unwilling to repay the balance of Your Account as required under this Account Agreement; or (iii) are in default under this Account Agreement or any lease, rental, or other agreement with Us, Neopost USA Inc., or their affiliates. If You are in default, or upon any cancellation of Your Account, We shall not be obligated to continue to provide the Account service or extend further credit under this Account Agreement. If We are required to take collection action or any other legal action under this Account Agreement, You shall pay upon demand by Us all court and collection costs, along with reasonable attorney's fees. These remedies shall be cumulative and not exclusive, and shall be in addition to any and all other remedies available to Us.

**8. Remedies.** If We have declared that You are in default under this Account Agreement, then We may: (i) declare all agreements You have with Us in default and due and payable at once without notice or demand; (ii) refuse to make further advances on Your behalf to reset Your postage meter; and (iii) exercise any other rights that We may have. In addition, You agree that any default under this Account Agreement shall constitute a default under any agreement You may have with any of Our affiliates, including, but not limited to, Neopost USA Inc., MailFinance Inc.

**9. Amendments.** We may amend this Account Agreement, or any of its provisions, including without limitation any fees and charges and/or the Annual Percentage Rate, at any time by at least thirty (30) days written notice to You, and such written notice may be included in Your billing statement. Any such amendment will become effective on the date stated in the notice and will apply to any transactions after such date, as well as to any outstanding balance on Your Account.

**10. Notice:** Any notice required to be given under this Account Agreement by either party hereto shall be given if to You, at the address shown on Your Order Form, and if to Us at 478 Wheelers Farms Road, Milford, CT 06461.

**11. Miscellaneous.** You understand that We may obtain credit reports in connection with Your Account now and in the future. This Account Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflict-of-laws rules, and any applicable federal laws. The sole jurisdiction and venue for actions related to the subject matter hereof shall be in a State or Federal Court within the State of Texas.

## ONLINE SERVICES AND SOFTWARE AGREEMENT

**1. Incorporation of Certain Terms.** You acknowledge that You have entered a Government Product Lease Agreement with MailFinance Inc. (the "Lease"). Any defined terms in the Lease shall have the same meanings in this Online Services and Software Agreement ("OSS Agreement"), except that "We," "Us," and "Our," refer to Neopost USA Inc. Sections 13 through 24 of the Lease are hereby incorporated into this OSS Agreement, except that any reference in those sections to the "Lease" refer to this OSS Agreement.

**2. License Grant and Additional Terms.** In exchange for the license fees that are included in Your Lease Payment, We hereby grant to You a nonexclusive, nontransferable license to use the Software products, including related documentation, described on the Order Form solely for Your own use on or with the Products. You warrant and represent that You will not sell, transfer, disclose or otherwise make available such Software products or copies thereof to third





parties; provided, however, that the Software products may be used by Your employees or independent contractors using the Products. No title or ownership of the Software products or any portion thereof is transferred to You. You acknowledge and agree that there may be additional terms and conditions that apply to Your use of any Software provided by Us. Such terms may be provided with the Software, or made available at [www.neopostusa.com/softwareterms](http://www.neopostusa.com/softwareterms) and may be supplemented by Us or third party licensors, from time to time, by notice to You. You acknowledge and agree that You have access to the appropriate version(s) of the applicable terms provided at the address above and corresponding to Software described on the Order Form at the time you enter this OSS Agreement. Such terms are incorporated herein by this reference and You agree to be bound by such terms as if they were fully stated herein.

**3. Software Support.** Unless otherwise specified in the applicable Software terms, if You have purchased support for the Software, We will provide the following for a period of one (1) year: (i) software updates and, if applicable, carrier rate updates that keep You current and compliant with supported carrier rates, fees, zone schedules, label, barcode and forms changes; (ii) updates to the Software; (iii) corrective bug fixes as released; and (iv) technical support for the Software (collectively "Software Maintenance"). At the conclusion of each year of Software Maintenance, the Software Maintenance will automatically renew for additional one-year periods at Our then-current fee for such services

unless you give us at least sixty (60) days prior written notice that you wish to cancel the Software Maintenance. You acknowledge that the Software may fail to comply with applicable regulations if you do not have Software Maintenance and that We shall not have any liability in connection with any such failure. If You allow the Software Maintenance to lapse, You may reinstate such services; provided that you pay all fees that would have been due from the expiration of Your last Software Maintenance period through the reinstatement date, plus a 15% administrative surcharge.

**4. Use of Websites.** Neopost USA Inc. and/or any of Our affiliates, suppliers, including, but not limited to, MailFinance Inc. may, from time to time, make certain websites available to You in order to provide You with certain services ("Websites"). If You access any such Websites, You acknowledge and agree that Your use of the Website is subject to the terms of use and/or license terms in effect at the time You use the Website. Such terms are available on the Websites for Your review. You acknowledge and agree that such terms may be supplemented and modified from time to time ("Supplemental Terms"). Your use of a Website after Supplemental Terms have been issued will signify Your acceptance of those terms. In the event of a conflict between the terms of this OSS Agreement and the Supplemental Terms, the Supplemental Terms shall control.

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PO Box 412  
Chilcoat, CA 96105



April 3, 2017

Plumas County Board of Supervisors  
520 Main St.  
Room 309  
Quincy, CA 95971

The Honorable Board of Supervisors,

At the invitation of Holly George, I made a presentation to the Lost Sierra Working Group on November 18 about the inaugural Sierra Valley Art + Ag Trail event held October 1, 2016. Lori Simpson was a participant in that meeting and invited us to share the presentation with the Plumas County Board of Supervisors.

The Sierra Valley Art + Ag Trail is a grassroots-led, collaborative, arts + agritourism = economic development, asset-based, single-day (annual?) event. The inaugural event built on groundwork laid by:

- UCCE Agritourism workshops
- Barn Quilt projects/efforts
- Experience and support of Plumas Arts and Sierra County Arts Councils
- Our local artists, farmers, ranchers and organizations
- The physical beauty and natural assets of the event location

The inaugural year was made possible through engaged collaboration by many local organizations. It also took a tremendous amount of volunteer time to organize and execute.

We look forward to sharing more about last year's successful event and plans for 2017 at your April 11, 2017 meeting. While we do not have a specific ask of you, we certainly encourage your ideas and support.

Regards,

Kristi Jamason  
Event Organizer

(530) 428-5016  
SierraValleyArtnAg@gmail.com

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**COUNTY SERVICE AREA # 12  
PLUMAS COUNTY**

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

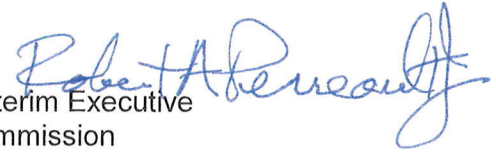
**AGENDA REQUEST**

for the April 11, 2017 Meeting of the Governing Board of CSA #12

Date: April 3, 2017

To: Honorable Governing Board

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



Subject: Review and action on Amendment #5 to the contract between Plumas Rural Services and CSA #12 for the operation of Plumas Transit Systems; discussion, possible action and possible direction to staff.

**Background:**

The transit operations contract became effective from date of approval by the parties through June 30, 2013 and if the Contractor satisfies the performance requirements of the contract, CSA#12 and the contractor may extend the contract on a fiscal year to fiscal year basis until June 30, 2019, unless the County or Contractor notify the other party with 150 days written notice prior to July 1 of any year of the intent to terminate and/or re-negotiate this contract.

The contract agreement to provide the management, operations and maintenance of the Plumas Transit Systems is a three-year agreement with annual (fiscal year) renewal beginning July 1, 2016 to June 30, 2019.

The Agreement may be extended after the base three-year period if both parties agree in writing and only if FTA/Caltrans Division of Mass Transportation provides written concurrence for the contract extension. Contract extensions may occur if written notice is provided by the CONTRACTOR, COUNTY and FTA/Caltrans Division of Mass Transportation one hundred-fifty (150) days prior to the end of the fiscal year (June 30<sup>th</sup>). Extensions will be limited to a term of one year and no more than three (3), one-year extensions shall be granted to the CONTRACTOR.

County staff for CSA #12, the operator, (Plumas Rural Services), Caltrans Division of Mass Transportation, and the Plumas County Transportation Commission all concur with Amendment No. 5 to extend the contract one fiscal year to June 30, 2018.

**Recommendation:**

The Director of Public Works respectfully recommends that the Governing Board for CSA No. 12 approve, and authorize the Chair to execute, proposed Amendment No. 5 to the existing Operations Contract.

Attachment: Amendment No. 5 to the Operations Contract for Operation of Plumas Transit Systems

**AMENDMENT NO. 5**  
**to the**  
**CONTRACT FOR OPERATION**  
**OF PLUMAS TRANSIT**  
**SYSTEMS**

**County Service Area #12**  
**Plumas Transit Systems**  
**Operations**  
**Contract**

**THIS AMENDMENT No. 5 is made and entered into this \_\_\_\_ day of April, 2017 (Effective Date), by and between PLUMAS COUNTY SERVICE AREA #12 (CSA #12) and PLUMAS RURAL SERVICES (CONTRACTOR).**

**W I T N E S S E T H:**

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

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

**NOW THEREFORE**, the parties agree to the following:

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

**TERM AND RENEWAL**

The term of June 20, 2013 Operations Contract by and between CSA #12 and the CONTRACTOR shall be extended to June 30, 2018.

Other Contract Provisions.

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

[See Next Page for Signatures]

## EXECUTION

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 5 to be executed by and through their respective authorized officers, as of the date first above written.

PLUMAS COUNTY SERVICE AREA #12

CONTRACTOR: Plumas Rural Services

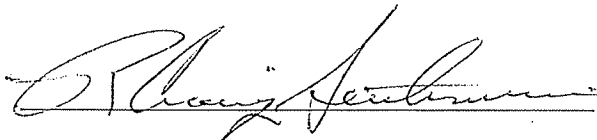
\_\_\_\_\_  
Chair, CSA #12

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

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

\_\_\_\_\_  
Title of CONTRACTOR's Representative  
authorized to sign contracts.

APPROVED AS TO FORM:

  
County Counsel

Date: 3/30/2017



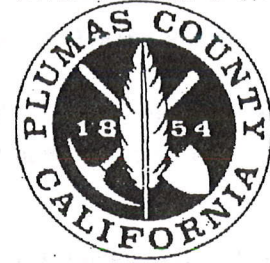
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## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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

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



**DATE:** March 31, 2017

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF APRIL 11, 2017.

**RE: ADOPT RESOLUTION TO AMEND JOB CLASSIFICATIONS FOR PUBLIC HEALTH ADMINISTRATIVE SERVICES OFFICER RANGE 3200, REGISTERED DENTAL ASSISTANT I RANGE 1931, REGISTERED DENTAL ASSISTANT II RANGE 2027, AND AMEND FISCAL YEAR 2016/2017 POSITION ALLOCATION FOR PUBLIC HEALTH DEPARTMENT #70560**

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

**Adopt Resolution to amend the job classifications for Public Health Administrative Services Officer range 3200, Registered Dental Assistant I / II ranges 1931 / 2027, and to amend the position allocation for Fiscal Year 2016/2017 for Public Health Department #70560.**

### **BACKGROUND AND DISCUSSIONS**

#### **New Job Classification: Public Health Administrative Services Officer**

A study was conducted back in 2015 by the Kemper Consulting Group to review the job classifications for the Mental Health and Public Health was included as part of this study. The Administrative Services Officer was proposed as a new position for the Behavioral health Department. It was intended that this position work in tandem with the new job series in Public Health.

This job classification was previously approved as the Behavioral Health Administrative Services Officer in the recent re-organization. This new job classification is responsible for multiple funding streams, various grant revenues, the required reporting for fiscal accountability, and the management and oversight of staff assigned to the department division. The intention is to provide a classification that is a common position across the County departments including qualifications and wage ranges. Therefore, I am requesting to add this classification to OE3's Mid Management Unit to meet the needs of the Plumas County's Public Health Department. The justification for wage range has been previously reviewed by the Union with no objections.

**Exhibit A - Attached job descriptions:**

- Public Health Administrative Services Officer, range 3200.
- Draft changes to job description for Public Health Administrative Services Assistant

**New Job Classification: Registered Dental Assistant I /II**

I am asking for the review of a newly created job classifications for both Registered Dental Assistant I and Registered Dental Assistant II. These job descriptions are essential to Public Health's Maternal Child Adolescent Health Grant and we now have been awarded our Dental Grant with an implementation date of April 1, 2017. Therefore it is imperative to move these new classifications forward for Board of Supervisor approval. The salary is recommended to be equivalent to the Licensed Vocational Nurse I/II. This is a competitive wage range for the Registered Dental Assistant job classification.

**Exhibit B - Attached job descriptions:**

- Registered Dental Assistant I, range 1931
- Registered Dental Assistant II, range 2027

**Exhibit C - Cost Projections & Department Org Chart**

- Five Year Projection Cost
  - Public Health Administrative Services Officer
  - Registered Dental Assistant I
  - Registered Dental Assistant II

With the approval and addition of these three job classifications to the departments position allocation, Public Health is also requesting Human Resources to recruit and fill for these positions, effective with the adoption of this Resolution.

On March 14, 2017 the Plumas County Board of Supervisor's approved acceptance of various grant awards for Public Health's Dental Transformation Initiative Grant, Partnerships for Success Grant and County Wellness and Prevention Pilot Project. These additional funds will provide the financial support to fund the new Registered Dental Assistant position and the Administrative Services Officer.

These job classifications are positions within Operating Engineers Union Local #3. The Union has reviewed and approved these job classifications and wage ranges. I strongly recommend the approval of this Resolution to amend the job classification plan with these changes and initiate the recruitment to fill these positions.

Thank you for your consideration on this matter.

RESOLUTION NO. 2017-\_\_\_\_\_

**RESOLUTION TO AMEND JOB CLASSIFICATIONS FOR PUBLIC HEALTH  
ADMINISTRATIVE SERVICES OFFICER RANGE 3200, REGISTERED  
DENTAL ASSISTANT I RANGE 1931, REGISTERED DENTAL ASSISTANT II  
RANGE 2027 AND AMEND FISCAL YEAR 2016-2017 POSITION  
ALLOCATION FOR PUBLIC HEALTH DEPARTMENT**

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

**WHEREAS**, these positions are necessary in the daily operational needs of the Public Health's Department; and

**WHEREAS**, the Human Resources Director has added new job classifications for the Public Health Administrative Services Officer wage range 3200, Registered Dental Assistant I wage range 1931, and Registered Dental Assistant II wage range 2027; and

**WHEREAS**, this correction was brought to the attention of the Director of Human Resources who is now requesting approval of this resolution to amend the 2016-2017 Position Allocation for funds #70560 and #70559; and

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

1. Approve the new job classifications for Public Health Administrative Services Officer wage range 3200, Registered Dental Assistant I wage range 1931, and Registered Dental Assistant II wage range 2027.
2. Approve the amendments to the Fiscal Year 2016/2017 Position Allocation for the following positions effective April 1, 2017:

| <b><u>Public Health #70560</u></b>                                  | <b><u>Current FTE</u></b> | <b><u>Proposed FTE</u></b> |
|---|---------------------------|----------------------------|
| Public Health Administrative Services Officer                       | 0.00                      | 1.00                       |
| Registered Dental Assistant I, or<br>Registered Dental Assistant II | 0.00                      | 1.00                       |
| Heath Education Coordinator, or<br>Health Education Specialist, or  |                           |                            |
| Community Outreach Coordinator                                      | 10.25                     | 9.75                       |
| Department Fiscal Officer, or<br>Management Analyst, or             |                           |                            |
| Grant compliance Officer  | 4.03                      | 3.90                       |
| PH Nurse, RN, LVN   | 7.40                      | 7.03                       |
| Program Chief   | 0.55                      | 0.58                       |



| <u>Public Health #70559</u> | <u>Current FTE</u> | <u>Proposed FTE</u> |
|-----------------------------|--------------------|---------------------|
| Program Chief               | 0.45               | 0.42                |

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 on the 11<sup>th</sup> day of April, 2017 by the following vote:

**AYES:**        Supervisors:  
**NOES:**       Supervisors:  
**ABSENT:**    Supervisors:

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

\_\_\_\_\_  
 Clerk, Board of Supervisors

# Exhibit A

**PUBLIC HEALTH ADMINISTRATIVE SERVICES OFFICER**

**DEFINITION**

Under general direction, plans, develops and manages multiple administrative and fiscal responsibilities within as the Public Health Agency. Performs complex administrative, budgetary, systems, statistical and other management analyses in support of projects, activities and functions for specified departments. This position works closely with the Department Head in policy and procedure development and implementation; and performs related work as assigned.

**DISTINGUISHING CHARACTERISTICS**

This is a single management level classification that has considerable latitude in exercising independent judgment and decision making in administrative, financial and program management support. Duties may vary, however the range of responsibilities are centered upon planning, management and evaluation of multiple programs, projects and/or activities. The position is specific to the Public Health Agency, which is funded by a multitude of complex funding streams including State Realignment, direct federal funding from agencies such as HRSA, SAMSHA, CDC, etc., a wide variety of California State categorical funding, local funding, and client based fee for service programs.

**REPORTS TO**

Public Health Director or Assistant Director.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Department Fiscal Officer I/II, Fiscal and Technical Services Assistant I/II/II, and/or Administrative Assistant.. In addition this position may supervise subordinate supervisory and support personnel in other divisions of the department as directed by the Public Health Director.

## PUBLIC HEALTH ADMINISTRATIVE SERVICES OFFICER – 2

### EXAMPLES OF DUTIES

- Plans, develops, coordinates, conducts and implements or directs implementation of a variety of fiscal and administrative programs, projects and/or activities within the Department, including directing and evaluating a wide variety of federal, state, and local funding streams.
- Plans, develops, coordinates, and provides administrative oversight to patient billing and collection revenue streams.
- Provides direction and supervision for subordinate supervisory, professional and/or support staff and provides for staff training and professional development.
- Assists with the staffing, and selection process of personnel.
- Conducts employee performance evaluations, counsels employees and participates in recommendation of corrective or disciplinary actions as appropriate.
- Directs purchasing, collection and/or external claim reimbursement activities.
- Assesses program/project scope and need, determines funding, staffing and other resource requirements.
- Assists with developing and administering departmental budgets and program/project budgets.
- Represents the Department at financial audits for state and federal awarded funds and others as applicable.
- Oversees the preparation or prepares purchasing documents/contracts facilitating purchasing procedures for the Department.
- Identifies obstacles, evaluates alternative courses of action and makes recommendations which may include such areas as organizational structure, staffing, facilities, equipment, cost analysis, fiscal reporting, productivity or policy or procedure modifications.
- Serves as a technical expert on administrative, programmatic, financial and related issues and strategies; assists in developing goals, objectives and work standards for the Department.
- Coordinates activities and serves as liaison with other County departments and/or other agencies.
- Participates in developing and administers program/project budgets.
- Performs program/project recordkeeping.
- Interprets and applies a variety of complex policies, rules and regulations; provides information to employees, other departments and outside organizations which may require tact and judgment.
- Performs specialized department management, administrative support, fiscal administrator and staff support assignments.
- Confers with representatives of other governmental agencies, boards and commissions, vendors, public and others.

## **PUBLIC HEALTH ADMINISTRATIVE SERVICES OFFICER – 3**

### **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 various office equipment.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment. Occasionally works outside; some exposure to variations in temperature and humidity; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- County policies, rules and regulations.
- Departmental functions, activities, operations, rules, policies and procedures.
- Pertinent State and Federal regulations and procedures of Accounting Standards.
- Policies and Procedures for County health services related Departments.
- Supervisory principles and practices, including work planning, direction, evaluation, training and discipline.
- Accounting principles and practices.
- Budget development and control.
- Grant development and administration.
- Computer applications, particularly as related to statistical analysis and recordkeeping.
- Applicable laws and regulations related to specified publicly funded health services programs and activities.

#### **Ability to:**

- Plan, organize, develop, and implement a variety of programs, projects and/or activities related to County health services departments.
- Developing, implement and administering complex County administrative and financial programs and meeting critical deadlines.
- Evaluate the effectiveness of programs and services, and make necessary changes and improvements.
- Analyze administrative, budgetary, operational and organizational problems, evaluate alternatives and reach sound conclusions.
- Assign, schedule supervise, and evaluate staff; including review of work assigned to subordinate supervisory professional and support staff and training staff in work procedures.

## **PUBLIC HEALTH ADMINISTRATIVE SERVICES OFFICER – 4**

### **Ability to - continued:**

- Interpret, explain and apply regulations and policies related to various County programs and activities.
- Effectively represent the County and the Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Preparing clear and concise reports, correspondence and other written materials.
- Maintain accurate records and files.
- Exercising sound independent judgment within established guidelines.
- Use of computer and appropriate software for fiscal and administrative functions.
- Procure, develop and administer grant funding programs. Prepare and maintain grant funding records and reports.

### **TRAINING AND EXPERIENCE**

#### **Required qualifications for this position:**

Four (4) years of experience as the Department Fiscal Officer II in a health services related department such as Public Health or Behavioral Health,

**OR**

Equivalent completion of courses required for a major in Business Administration at an accredited four (4) year college or university; a minimum of two (2) years experience in a position equivalent to Plumas County Department Fiscal Officer II; and one (1) year in a supervisory position.

### **SPECIAL REQUIREMENTS**

Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment. Exception to this requirement may be considered on a case by case basis.

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

**PUBLIC HEALTH ADMINISTRATIVE SERVICES OFFICER****DEFINITION**

Under general direction, plans, develops and manages multiple administrative and fiscal responsibilities within as the Public Health Agency. Performs complex administrative, budgetary, systems, statistical and other management analyses in support of projects, activities and functions for specified departments. This position works closely with the Department Head in policy and procedure development and implementation; and performs related work as assigned.

**DISTINGUISHING CHARACTERISTICS**

This is a single management level classification that has considerable latitude in exercising independent judgment and decision making in administrative, financial and program management support. Duties may vary, however the range of responsibilities are centered upon planning, management and evaluation of multiple programs, projects and/or activities. The position is specific to the Public Health Agency, which is funded by a multitude of complex funding streams including State Realignment, direct federal funding from agencies such as HRSA, SAMSHA, CDC, etc., a wide variety of California State categorical funding, local funding, and client based fee for service programs.

**REPORTS TO**

Public Health Director or Assistant Director.

Deleted: Behavioral

Deleted: Deputy

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Department Fiscal Officer I/II, Fiscal and Technical Services Assistant I/II/III, and/or Administrative Assistant. In addition this position may supervise subordinate supervisory and support personnel in other divisions of the department as directed by the Public Health Director.

Deleted: Behavioral Health

Deleted: Support Services Tech

Deleted: Behavioral Health Site Coordinators

Deleted: Behavioral

**PUBLIC HEALTH ADMINISTRATIVE SERVICES OFFICER - 2**

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Deleted: BEHAVIORAL

**EXAMPLES OF DUTIES**

- Plans, develops, coordinates, conducts and implements or directs implementation of a variety of fiscal and administrative programs, projects and/or activities within the Department, including directing and evaluating a wide variety of federal, state, and local funding streams.
- Plans, develops, coordinates, and provides administrative oversight to patient billing and collection revenue streams.
- Provides direction and supervision for subordinate supervisory, professional and/or support staff and provides for staff training and professional development.
- Assists with the staffing, and selection process of personnel.
- Conducts employee performance evaluations, counsels employees and participates in recommendation of corrective or disciplinary actions as appropriate.
- Directs purchasing, collection and/or external claim reimbursement activities.
- Assesses program/project scope and need, determines funding, staffing and other resource requirements.
- Assists with developing and administering departmental budgets and program/project budgets.
- Represents the Department at financial audits for state and federal awarded funds and others as applicable.
- Oversees the preparation or prepares purchasing documents/contracts facilitating purchasing procedures for the Department.
- Identifies obstacles, evaluates alternative courses of action and makes recommendations which may include such areas as organizational structure, staffing, facilities, equipment, cost analysis, fiscal reporting, productivity or policy or procedure modifications.
- Serves as a technical expert on administrative, programmatic, financial and related issues and strategies; assists in developing goals, objectives and work standards for the Department.
- Coordinates activities and serves as liaison with other County departments and/or other agencies.
- Participates in developing and administers program/project budgets.
- Performs program/project recordkeeping.
- Interprets and applies a variety of complex policies, rules and regulations; provides information to employees, other departments and outside organizations which may require tact and judgment.
- Performs specialized department management, administrative support, fiscal administrator and staff support assignments.
- Confers with representatives of other governmental agencies, boards and commissions, vendors, public and others.



### **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 various office equipment.

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office environment. Occasionally works outside; some exposure to variations in temperature and humidity; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- County policies, rules and regulations.
- Departmental functions, activities, operations, rules, policies and procedures.
- Pertinent State and Federal regulations and procedures of Accounting Standards.
- Policies and Procedures for County health services related Departments.
- Supervisory principles and practices, including work planning, direction, evaluation, training and discipline.
- Accounting principles and practices.
- Budget development and control.
- Grant development and administration.
- Computer applications, particularly as related to statistical analysis and recordkeeping.
- Applicable laws and regulations related to specified publicly funded health services programs and activities.

#### **Ability to:**

- Plan, organize, develop, and implement a variety of programs, projects and/or activities related to County health services departments.
- Developing, implement and administering complex County administrative and financial programs and meeting critical deadlines.
- Evaluate the effectiveness of programs and services, and make necessary changes and improvements.
- Analyze administrative, budgetary, operational and organizational problems, evaluate alternatives and reach sound conclusions.
- Assign, schedule supervise, and evaluate staff; including review of work assigned to subordinate supervisory professional and support staff and training staff in work procedures.

### **PUBLIC HEALTH ADMINISTRATIVE SERVICES OFFICER – 4**

Deleted: BEHAVIORAL

#### **Ability to - continued:**

- Interpret, explain and apply regulations and policies related to various County programs and activities.
- Effectively represent the County and the Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Preparing clear and concise reports, correspondence and other written materials.
- Maintain accurate records and files.
- Exercising sound independent judgment within established guidelines.
- Use of computer and appropriate software for fiscal and administrative functions.
- Procure, develop and administer grant funding programs. Prepare and maintain grant funding records and reports.

### **TRAINING AND EXPERIENCE**

#### **Required qualifications for this position:**

Four (4) years of experience as the Department Fiscal Officer II in a health services related department such as Public Health or Behavioral Health,

**OR**

Equivalent completion of courses required for a major in Business Administration at an accredited four (4) year college or university; a minimum of two (2) years experience in a position equivalent to Plumas County Department Fiscal Officer II; and one (1) year in a supervisory position.

### **SPECIAL REQUIREMENTS**

Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment. Exception to this requirement may be considered on a case by case basis.

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

# Exhibit B

**REGISTERED DENTAL ASSISTANT I / II**

**DEFINITION**

Under general supervision, provide health/oral health services, consultation and outreach to underserved children, families, and individuals in a variety of settings throughout the County. Collaborate with other Health Care and Dental Providers, Health and Human Services, Child Care Centers, School Districts and community agencies to reduce health status disparities, increase oral health care access and implement other goals and objectives of the Public Health Agency.

**DISTINGUISHING CHARACTERISTICS**

The Registered Dental Assistant I is the entry level to the Registered Dental Assistant/Hygienist class series. Incumbents in the Registered Dental Assistant II classification perform many activities on a relatively independent basis. They work under less direction and supervision than a Registered Dental Assistant I Classification.

**REPORTS TO**

Director of Nursing or Public Health Nurse I/II or III

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None

## **REGISTERED DENTAL ASSISTANT I / II - 2**

### **EXAMPLES OF DUTIES**

- Identify Medi-Cal/low income children and families who may have oral health needs that require early intervention services.
- Discuss and develop action plans to address the specific oral health concerns of child care providers, parents/caregivers, and individual children and link them to Medi-Cal and low income providers. Provide advice regarding management of urgent oral health problems in child care.
- Assure that each family has a dental home and has access to Medi-Cal/low income health insurance benefit and eligibility information.
- Schedule and provide oral health screenings for children in child care sites and in schools and the home. Coordinate referral to follow-up for problems identified during screening.
- Apply sealants in the field (with proper course certification).
- Identify and develop oral health-training resources and provide training on oral health issues to staff, clients and community agencies.
- Encourage linkages between early childhood programs and other Medi-Cal oral health professionals, community resources, and services to improve access to oral health services for children.
- Partner with programs to provide one on one oral health case management and assist with referrals and linkage to care as needed.
- Participate in planning for oral health care programs in the child care environment including the coordination and implementation of preschool education, tooth brushing programs and fluoride varnish protocols.
- Participate in program planning, data tracking and policy development activities e.g. attend meetings on program changes, development of annual scope of work and annual reports.
- Ensures compliance with applicable federal and state oral health standards and guidelines for programs within the Health Department.
- May represent Health Department at local, State and/or National meetings on oral health care in the childcare environment.
- Mentors students, interns, volunteers and community members as requested.
- Reviews literature to stay current on practices and issues related to target population.
- Performs other related duties as assigned.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

## **REGISTERED DENTAL ASSISTANT I / II - 3**

### **TYPICAL WORKING CONDITIONS**

Work is usually performed in an office, home or clinic environment; exposure to communicable diseases; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles, methods and procedures of general RDA competencies
- Causes and means of tooth decay and oral diseases
- Processes and mechanisms to prevent and control oral health issues

#### **Ability to:**

- Communicate effectively orally and in writing
- Follow oral and written instructions
- Counsel clients and make referrals to community resources
- Work responsibly with other members of Public Health Staff
- Effectively represent the Public Health Department in contacts with the public, community organizations and other government agencies.
- Establish and maintain cooperative working relationships with clients and others.
- Work in community settings

#### **Training and Experience:**

Qualifications required for this position:

##### **Registered Dental Assistant I**

- Completion of a dental course certified by the Commission on Dental Accreditation.
- At least 2 years of practical experience working in the field.
- Experience in Public Health is desirable.
- Possession of a valid license as a Registered Dental Assistant issued by the Dental Board of California.

##### **Registered Dental Assistant II**

- Completion of a dental course certified by the Commission on Dental Accreditation.
- At least 4 years of practical experience working in the field.

## **REGISTERED DENTAL ASSISTANT I / II - 4**

### **Registered Dental Assistant II – continued:**

- At least 2 years of experience working in community health, public health, or oral health programs.
- Possession of a valid license as a Registered Dental Assistant issued by the Dental Board of California.

### **SPECIAL REQUIRMENTS**

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

Current Licensure for Registered Dental Assistant, issued by the Dental Board of California, must be maintained throughout employment.

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

# Exhibit C



## Public Health Administrative Services Officer

Wage range - 3200

| Wage range - 3200                      |               | FY 16/17            | FY 17/18            | FY 18/19            | FY 19/20            | FY 20/21             |
|--|---------------|---------------------|---------------------|---------------------|---------------------|----------------------|
|  |               | New Range           |                     |                     |                     |                      |
|  |               | \$ 66,560.00        | \$ 69,888.00        | \$ 73,382.00        | \$ 77,064.00        | \$ 80,933.00         |
| Regular wages                          |               |                     |                     |                     |                     |                      |
| PH Administrative Services Officer     |               |                     |                     |                     |                     |                      |
| Retirement (Classic Rate)              |               | \$ 12,871.37        | \$ 13,514.94        | \$ 14,190.61        | \$ 14,902.64        | \$ 15,650.82         |
| FICA / Medicare                        |               | \$ 5,091.84         | \$ 5,346.43         | \$ 5,613.72         | \$ 5,895.40         | \$ 6,191.37          |
| <b>Total</b>                           |               | <b>\$ 84,523.21</b> | <b>\$ 88,749.37</b> | <b>\$ 93,186.33</b> | <b>\$ 97,862.03</b> | <b>\$ 102,775.20</b> |
|  |               |                     |                     |                     |                     |                      |
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| <b>Total</b>                           |               |                     |                     |                     |                     |                      |
|  |               |                     |                     |                     |                     |                      |
|  |               |                     |                     |                     |                     |                      |
| Five Year Differential                 | Difference    | \$ 84,523.21        |                     |                     |                     |                      |
|  |               | \$ 88,749.37        |                     |                     |                     |                      |
|  |               |                     | \$ 93,186.33        |                     |                     |                      |
|  |               |                     |                     | \$ 97,862.03        |                     | \$ 102,775.20        |
|  |               |                     |                     |                     |                     |                      |
| Five year increase to Personnel Budget | \$ 467,096.15 |                     |                     |                     |                     |                      |
|  |               |                     |                     |                     |                     |                      |

Prepared on March 30, 2017

## Wage range - 1931

Prepared on March 30, 2017

## Public Health Registered Dental Assistant II

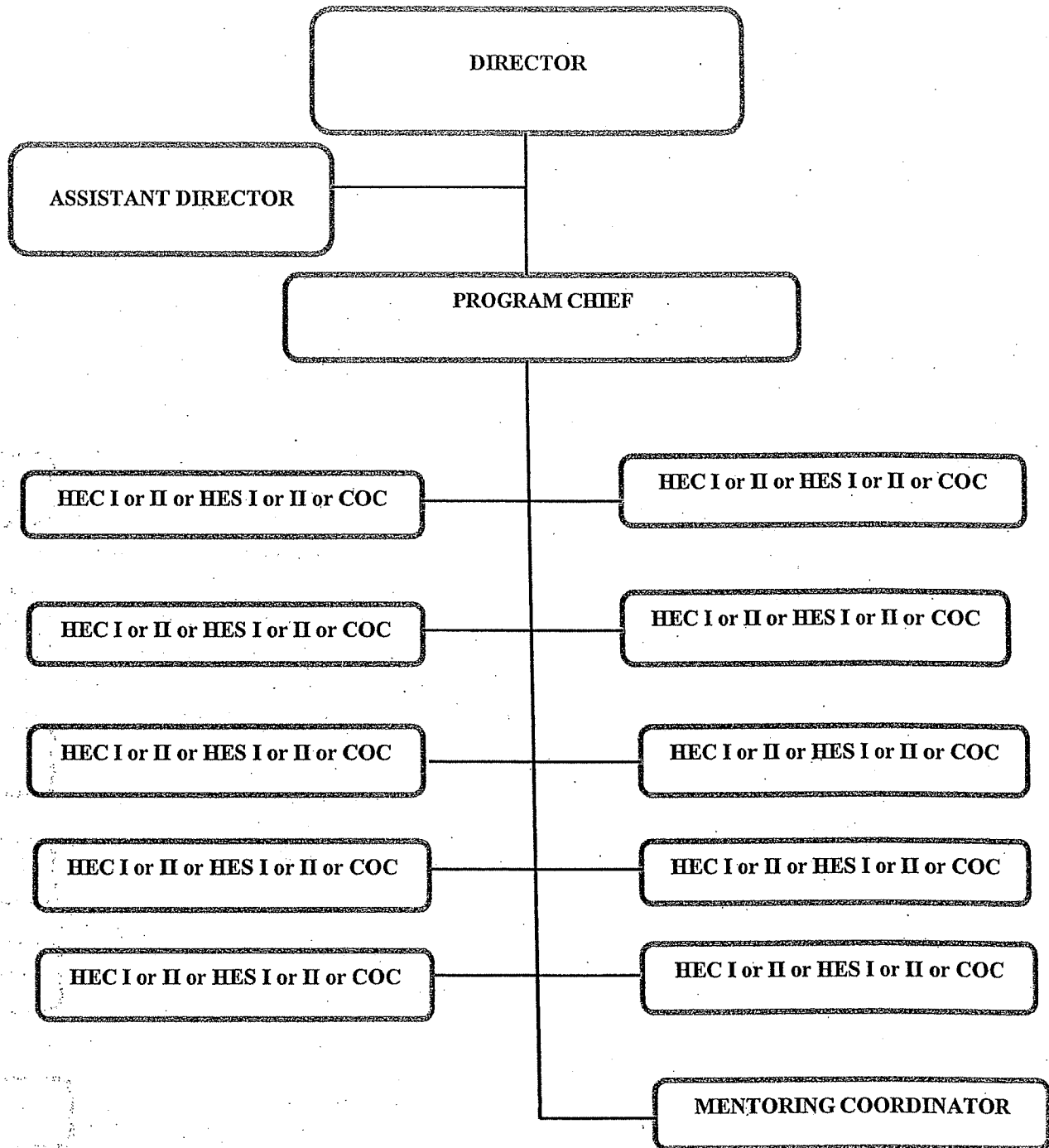
Wage range - 2027

|  | FY 16/17                | FY 17/18     | FY 18/19     | FY 19/20     | FY 20/21     |
|--|-------------------------|--------------|--------------|--------------|--------------|
|  | New Range               |              |              |              |              |
| Regular wages                          | \$ 42,162.00            | \$ 44,238.00 | \$ 46,509.00 | \$ 48,838.00 | \$ 51,293.00 |
| Registered Dental Assistant II         |                         |              |              |              |              |
| Retirement (Classic Rate)              | \$ 8,153.29             | \$ 8,554.74  | \$ 8,993.91  | \$ 9,444.29  | \$ 9,919.04  |
| FICA/Medicare                          | \$ 3,225.39             | \$ 3,384.21  | \$ 3,557.94  | \$ 3,736.11  | \$ 3,923.91  |
| Total                                  | \$ 53,540.68            | \$ 56,176.95 | \$ 59,060.85 | \$ 62,018.40 | \$ 65,135.95 |
|  |                         |              |              |              |              |
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| Total                                  |                         |              |              |              |              |
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|  |                         |              |              |              |              |
|  |                         |              |              |              |              |
| Five Year Differential                 | Difference \$ 53,540.68 |              |              |              |              |
|  |                         | \$ 56,176.95 |              |              |              |
|  |                         | \$ 59,060.85 |              |              |              |
|  |                         |              | \$ 62,018.40 |              | \$ 65,135.95 |
|  |                         |              |              |              |              |
|  |                         |              |              |              |              |
| Five year increase to Personnel Budget | \$ 295,932.84           |              |              |              |              |
|  |                         |              |              |              |              |

Prepared on March 30, 2017

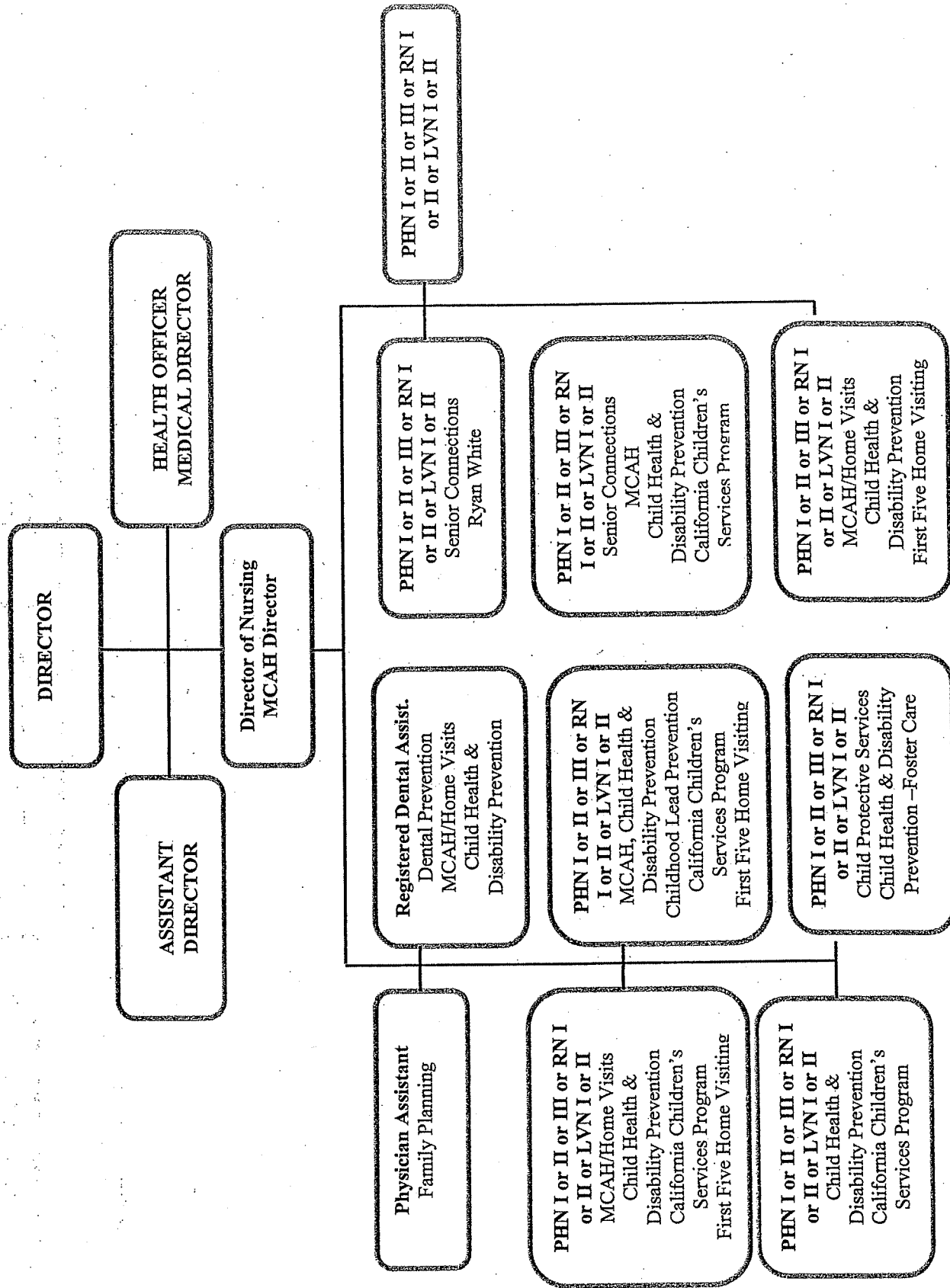
PLUMAS COUNTY PUBLIC HEALTH AGENCY  
HEALTH EDUCATION AND PREVENTION DIVISION

2



PLUMAS COUNTY PUBLIC HEALTH AGENCY  
CLINIC & NURSING SERVICES DIVISION

3



4A3

## **DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971

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**DATE:** April 4, 2017

**TO:** The Honorable Board of Supervisors

**FROM:** Nancy Selvage, Human Resources Director

**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF APRIL 11, 2017.

**RE: ADOPT RESOLUTION TO ADD NEW JOB CLASSIFICATION FOR ASSISTANT COUNTY COUNSEL RANGE 4370, DEPUTY COUNTY COUNSEL I RANGE 3073, DEPUTY COUNTY COUNSEL II RANGE 3228, DEPUTY COUNTY COUNSEL III RANGE 3738, AND AMEND FISCAL YEAR 2016/2017 POSITION ALLOCATION FOR COUNTY COUNSEL DEPARTMENT #20080**

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

Adopt Resolution to add a new job classification for an Assistant County Counsel range 4370, update wage ranges for Deputy County Counsel I range 3073, Deputy County Counsel II range 3228, Deputy County Counsel III range 3738 and to amend the Position Allocation for Fiscal Year 2016/2017 for County Counsel Department #20080.

Requesting Board of Supervisor approval for Human Resources to recruit and fill vacant, funded and allocated 1.0 FTE Assistant County Counsel, or Deputy County Counsel I, II or III position.

### **BACKGROUND AND DISCUSSIONS**

The previous Deputy County Counsel III position became vacant on September 16, 2017 due to employee resignation. Human Resources Department has been actively recruiting for approximately seven (7) months to fill the approved and allocated Deputy County Counsel position. Because of the changing work demands in the County Counsel's Department, the needed legal expertise, and the wage ranges currently listed in the County's job classification plan, I was asked to conduct a salary survey and review job classifications for Assistant County Counsel and the Deputy County Counsel series. As the result of wage ranges surveyed, I found Plumas County to be amongst the lowest paid in the ten counties comparable for the Deputy County Counsel series. The results are attached in the table on the page two.

If filled through the recruitment process the Assistant County Counsel position will be an "at-will" position; therefore it will not be included as a job classification in the Confidential Unit. However, I asked the Confidential Unit members to review the job description and included the

wage survey results. Currently, the County Counsel Department is allocated a 1.0 FTE Deputy County Counsel I, II, or III in the Position Allocation for Fiscal Year 2016/2017. We are asking the Board to approve a new position allocation for this department and add the ability to flexibly allocate the 1.0 FTE Deputy County Counsel series or fill this position with an Assistant County Counsel allocated position. The Assistant County Counsel job classification will be a flat rate, at-will, unrepresented employee position.

The ten county comparable wage surveys included wage ranges for Deputy County Counsel I, II, and III positions as well as a Deputy County Counsel IV. Three Counties in our ten counties comparable have an Assistant County Counsel in their job classifications. The average for these three Counties' is a wage range of 4533. We are requesting a wage range of 4370 (\$43.70) which is comparable to San Benito and Tehama Counties wage ranges as well as for the Deputy County Counsel series.

### Ten County Wage Survey

Deputy County Counsel I/II/III (DDC) &

Assistant County Counsel

As of  
11/15/2016  
Plumas  
County HR

| Position Title: | DDC I     | DDC II    | DDC III   | DDC IV    | Asst County Counsel      |
|-----------------|-----------|-----------|-----------|-----------|--------------------------|
| County          |           |           |           |           |                          |
| Amador          | \$ 40.52  | \$ 44.58  | \$ 49.01  |           | N/A                      |
| Calaveras       | \$ 31.41  | \$ 41.22  |           |           |                          |
| Colusa          | \$ 32.18  |           |           |           |                          |
| Del Norte       | \$ 28.62  | \$ 33.13  | \$ 36.53  |           |                          |
| Glenn           | N/A       |           |           |           |                          |
| Inyo            | \$ 33.09  | \$ 34.52  | \$ 37.13  | \$ 39.99  | \$48.59                  |
| Lassen          | \$ 29.12  | \$ 30.52  | \$ 31.99  |           | No Position at this time |
| San Benito      | \$ 27.88  | \$ 32.28  | \$ 37.37  |           | \$43.06                  |
| Tehama          | \$ 29.89  | \$ 32.98  | \$ 36.40  | \$ 40.18  | \$44.35                  |
| Tuolumne        | \$ 30.80  | \$ 35.42  | \$ 39.92  | \$ 44.55  | N/A                      |
| Sum             | \$ 283.51 | \$ 284.65 | \$ 268.35 | \$ 124.72 | \$136.00                 |
| Average         | \$ 31.50  | \$ 35.58  | \$ 38.34  | \$ 41.57  | \$45.33                  |
| Plumas          | \$ 26.07  | \$ 28.75  | \$ 31.66  | N/A       | N/A                      |
| Proposed        | \$30.73   | \$32.28   | \$37.38   | N/A       | \$43.70                  |

I have attached the new job description for the County's classification plan of Assistant County Counsel. I worked on the final draft with the Craig Settemire, County Counsel, for the last

revision before sending to the Confidential Unit for review. This is an up to date job classification reflecting the job duties and essential functions of this position as well as need education / experience needed for this position.

The attachments to support this Resolution are attached and include new job classification, five year cost projections, and the department's organizational chart.

Exhibit A – Job Descriptions:

Assistant County Counsel New Job Classification, range 4370

Deputy County Counsel I, range 3073

Deputy County Counsel II, range 3228

Deputy County Counsel III, range 3738

Exhibit B:

Five Year Cost Projections for Assistant County Counsel and Deputy County Counsel III

Five Year Cost Projections for Deputy County Counsel I

Five Year Cost Projections for Deputy County Counsel II

Five Year Cost Projections for Deputy County Counsel III

County Counsel Department Organizational Chart

It is recommended that the Board approve the Resolution to revise the job classification plan adding the new job description for Assistant County Counsel, amend the Deputy County Counsel wage series, and amend the Position Allocation for County Counsel Department #20080.

Thank you for considering this request.



RESOLUTION NO. 2017-\_\_\_\_\_

**RESOLUTION TO AMEND JOB CLASSIFICATION PLAN TO  
ADD ASSISTANT COUNTY COUNSEL RANGE 4370, DEPUTY COUNTY COUNSEL I  
RANGE 3073, DEPUTY COUNTY COUNSEL II RANGE 3228, DEPUTY COUNTY  
COUNSEL III RANGE 3738 AND AMEND FISCAL YEAR 2016-2017 POSITION  
ALLOCATION FOR COUNTY COUNSEL DEPARTMENT #20080**

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

**WHEREAS**, this position is necessary in the daily operational needs of the County Counsel's Department; and

**WHEREAS**, the Human Resources Director has added a new job classification for an Assistant County Counsel range 4370; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2016-2017 Position Allocation for fund #20080; and

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

1. Approve the new job classifications for Assistant County Counsel range 4370. Deputy County Counsel I range 3073, Deputy County Counsel II range 3228, and Deputy County Counsel III range 3738.
2. Approve the amendments to the Fiscal Year 2016/2017 Position Allocation for the following position:

| <u>County Counsel #20080</u>   | <u>Current FTE</u> | <u>Proposed FTE</u> |
|--|--------------------|---------------------|
| Assistant County Counsel, or<br>Deputy County Counsel III, or<br>Deputy County Counsel II, or<br>Deputy County Counsel I | 1.00               | 1.00                |

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 on the 11<sup>th</sup> day of April, 2017 by the following vote:

**AYES:** Supervisors:  
**NOES:** Supervisors:  
**ABSENT:** Supervisors:

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

\_\_\_\_\_  
Clerk, Board of Supervisors

# Exhibit A

**ASSISTANT COUNTY COUNSEL****DEFINITION**

Under administrative direction, assist in planning, organizing and managing the County Counsel's office; directs and supervises the work of the office; performs highly complex and difficult legal work; provides legal counsel to County of Plumas and its various subdivisions; performs litigation; acts for the County Counsel in his/her absence; performs related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is the senior advanced journey level in the Deputy County Counsel class series and is responsible for assisting the County Counsel with administering the ongoing activities of the County Counsel's Office. The incumbent serves at the pleasure of the appointing authority and assists in accomplishing departmental goals and objectives within general policy guidelines. The incumbent also provides professional legal services and advice to the Board of Supervisors, County departments, special districts and commissions on civil and administrative matters. As the Assistant County Counsel, this position provides supervision and management of the other office personnel, including supervision of the Deputy County Counsel; develops and administration of the department budget, directing department operations, and by serving as second-in-command to the County Counsel and primary acting County Counsel in the County Counsel's absence.

**REPORTS TO**

County Counsel

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Exercises direct supervision over Deputy County Counsel I/II/III, technical, and clerical personnel.

## ASSISTANT COUNTY COUNSEL - 2

### **EXAMPLES OF DUTIES**

- Assist County Counsel in planning, organizing and directing the work of the County Counsel's office. Identifies with the County Counsel the direction and goals of the Office.
- Acts in the absence of County Counsel or at his/her discretion.
- Prepares, maintains, and implements policies and procedures in the Office of County Counsel to ensure compliance and consistency with legal mandates, laws and guidelines as well as the directives of the Board of Supervisors and the County Counsel.
- Directs, monitors, and oversees the development of the County Counsel's annual budget; provides oversight and direction in the on-going administration of the budget's revenue and expenditure transactions, recordkeeping, and fiscal reporting.
- Implements directions and policies established by County Counsel.
- Assigns, directs, and reviews the work of deputies assigned under his/her direction.
- Advises and assists in training deputies in law, research, and litigation techniques.
- Represents the County Counsel in meetings of boards, commissions, or other County agencies, local, state, and federal agencies and the public providing oral and written legal advice and counsel.
- Confers with and advises officers of County Departments and representatives of special districts on questions pertaining to their respective powers, duties, functions, and obligations.
- Represents the County and other agencies in court and administrative proceedings.
- Performs legal work for the County in pre-trial and settlement conferences.
- Acts as legal advisor to County officials on complex legal issues.
- Monitors legal developments including legislation and court decisions related to public agency law and activities and evaluates their impact upon County operations.
- Researches and interprets laws, court decisions and other legal authorities.
- Prepares legal opinions and briefs; drafts ordinances, leases, resolutions and other legal instruments.
- Reviews legal documents, briefs, pleadings, legal opinions, contracts, Memorandums of Understanding (MOU), leases, ordinances and other legal instruments.
- Prosecutes legal action on behalf of, and defends actions against, the County and its subdivisions before courts of origin, appellate courts, and various administrative bodies.
- May have on-going responsibility for serving as legal advisor to a specific County Board or Commission such as LAFCO or the Planning Commission.
- Develops and maintains professional relationships.
- Performs other duties as assigned.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

**DESIRABLE QUALIFICATIONS**

**Knowledge of:**

- Principles of Criminal, Constitutional, Civil and Administrative Law.
- California codes and statutes applicable to criminal and civil law.
- Court Proceedings, discovery techniques, jury selection, settlement practices and other matters related to trial and appellate.
- Judicial procedures and the rules of evidence.
- Federal, state, and local statutory, regulatory, administrative and case law applicable to local jurisdictions.
- The Brown Act, the Conflict of Interest Laws and other laws relevant to County operations.
- Computers and software used in professional legal work.
- Plumas County and department policies, rules and regulations.
- Budget development and control.
- Principles of personnel management and supervision.
- Proper English usage, spelling, grammar and punctuation.
- Contemporary trends and practices of County Counsel Office operations.
- Legal research methods.

**Ability to:**

- Perform the more complex professional legal and legal research work.
- Plan, organize, direct, and review the work of assigned staff.
- Analyze facts and apply legal principles and precedents to specific local government problems.
- Perform complex legal research, analyzing multi-faceted problems, evaluating alternatives and making sound recommendations.
- Prepare clear, concise and complete legal documentation and reports, correspondence and other written materials.
- Assemble and analyze information and prepare written reports and records in a clear and concise manner.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner, organize own work, set priorities and meet critical time deadlines.
- Interpret, explain and apply County Personnel Rules, policies and MOUs.
- Effectively represent the County Counsel's Office with the public, courts, law enforcement agencies and other government jurisdictions.
- Maintain significant flexibility in daily operations and decision making.
- Enter and retrieve data from a computer with sufficient speed and accuracy to perform assigned work.
- Work with considerable independence and initiative while exercising good judgement in recognizing scope of authority.

**Ability to continued:**

- Use tact, initiative, prudence and independent judgement within general policy procedural and legal guidelines.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Deal tactfully and courteously with the public, representatives of other agencies, and other County staff.
- Effectively represent the County Counsel functions in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.
- Ability to maintain and take appropriate steps to preserve confidentiality.

**TRAINING AND EXPERIENCE**

**Experience:**

Three (3) years of increasingly responsible experience with a public agency civil or administrative law at a level comparable to an Assistant County Counsel,

OR

Five (5) years of progressively responsible experience as an attorney in a county counsel's office, city attorney's office, or other civil public law office, two (2) years of which must have involved the supervision of legal staff.

Experience in contracts, land use, planning, labor and /or employment law are highly desirable.

**Education:**

Graduation from a recognized law school, or the completion of an equivalent program certified by the California State Bar Association required.

**Special Requirements:**

- Active membership in good standing with the California State Bar Association is required.
- Admission to practice before state and federal courts.
- Possession of a valid California Driver's License issued by the Department of Motor Vehicles and an insurance certificate proving adequate vehicle insurance. The valid California Driver's License must be maintained throughout employment.

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

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## **DEPUTY COUNTY COUNSEL I**

### **DEFINITION**

Under direction, to perform the less difficult professional legal work in the County Counsel's Office; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry and first working level in the Deputy County Counsel class series. Incumbents are typically assigned the less difficult and less controversial civil matters. Incumbents may expect to qualify for the next higher level of Deputy County Counsel II when they are regularly assigned more difficult and complex legal work and have completed one (1) year as a Deputy County Counsel I.

### **REPORTS TO**

County Counsel.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **DEPUTY COUNTY COUNSEL I - 2**

### **EXAMPLES OF DUTIES**

- Confers with, and advises County Departments on routine legal questions.
- Drafts ordinances, contracts, leases, and resolutions, and other legal measures, submitting them to other Department legal staff for review and discussion.
- Develops recommendations concerning the advisability to prosecute, compromise, or dismiss civil litigation.
- Discusses cases with other legal staff.
- Performs legal research.
- May prosecute and defend legal actions against the County and its subdivisions before all courts and various administrative bodies.
- May investigate claims and potential lawsuits.
- May be delegated to serve as legal counsel and attend meetings of boards and commissions.
- Provides legal support for the Public Guardian Department.
- Dictates briefs and correspondence.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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



## DEPUTY COUNTY COUNSEL I - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- California and federal statutes and cases and their application to governmental jurisdictions.
- The principles of Civil, Constitutional, and Administrative Law.
- Legal research methods.

#### Ability to:

- Analyze facts and apply legal principles and precedents to specific local government problems.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Draft and edit ordinances, contracts, and legal instruments.
- Effectively represent the County Counsel functions in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

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

Active membership in the State Bar of California.

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

## **DEPUTY COUNTY COUNSEL II**

### **DEFINITION**

Under general direction, to perform professional legal work in the interpretation and application of laws for the County of Plumas and its various subdivisions; to perform legal research and represent the County Counsel's Office in assigned legal proceedings and transactions; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the experienced journey level in the Deputy County Counsel class series. Incumbents are typically assigned a wide range of civil matters and cases. Also, they are expected to complete legal assignments with minimal assistance.

### **REPORTS TO**

County Counsel.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **DEPUTY COUNTY COUNSEL II - 2**

### **EXAMPLES OF DUTIES**

- Serves as legal counsel and attends meetings of boards and commissions.
- Performs legal research.
- Investigates claims and potential law suits.
- Drafts and edits ordinances, resolutions, contracts, leases, deeds, and other legal instruments.
- Prosecutes legal action on behalf of, and defends actions against, the County and its subdivisions before all courts and various administrative bodies.
- Confers with and advises officers of County Departments and representatives of special districts on questions pertaining to their respective powers, duties, functions, and obligations.
- Provides legal support for the Public Guardian Department.
- Dictates briefs and correspondence.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

## DEPUTY COUNTY COUNSEL II - 3

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- California and federal statutes and cases and their application to governmental jurisdictions.
- The principles of Civil, Constitutional, and Administrative Law.
- Legal research methods.

#### **Ability to:**

- Analyze facts and apply legal principles and precedents to specific local government problems.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Perform legal research.
- Draft and edit ordinances, contracts, and legal instruments.
- Effectively represent the County Counsel functions in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

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

One (1) year of experience in the practice of civil law comparable to that of a Deputy County Counsel I with the County of Plumas.

#### **Special Requirements:**

Active membership in the State Bar of California.

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

## **DEPUTY COUNTY COUNSEL III**

### **DEFINITION**

Under general direction, to perform the more difficult and complex professional legal work in the interpretation and application of laws for the County of Plumas and its various subdivisions; to perform legal research and represent the County Counsel's Office in assigned legal proceedings and transactions; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the advanced journey level in the Deputy County Counsel class series. Incumbents are assigned the more difficult and complex civil matters and cases, as well as the full scope of legal assignments performed by the County Counsel's Office. They are expected to complete legal assignments with minimal guidance and assistance.

### **REPORTS TO**

County Counsel.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **DEPUTY COUNTY COUNSEL III - 2**

### **EXAMPLES OF DUTIES**

- Serves as legal counsel and attends meetings of boards and commissions.
- Performs the more difficult and complex legal research.
- Investigates claims and potential law suits.
- Drafts and edits ordinances, resolutions, contracts, leases, deeds, and other legal instruments.
- Prosecutes legal action on behalf of, and defends actions against, the County and its subdivisions before courts of origin, appellate courts, and various administrative bodies.
- Confers with and advises officers of County Departments and representatives of special districts on questions pertaining to their respective powers, duties, functions, and obligations.
- May have on-going responsibility for serving as legal advisor to a specific County Board or Commission such as LAFCO or the Planning Commission.
- Provides legal support for the Public Guardian Department.
- Dictates briefs and correspondence.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

## DEPUTY COUNTY COUNSEL III - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- California and federal statutes and codes and their application to governmental jurisdictions.
- The principles of Civil, Constitutional, and Administrative Law.
- Legal research methods.

#### Ability to:

- Analyze facts and apply legal principles and precedents to specific local government problems.
- Develop legal issues and present clear and logical arguments and statements of fact and law.
- Perform legal research.
- Draft and edit ordinances, contracts, and legal instruments.
- Effectively represent the County Counsel functions in contacts with the public, community organizations, and other government agencies.
- Establish and maintain cooperative working relationships.

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

Four (4) years of experience in the practice of civil law comparable to that of a Deputy County Counsel II with the County of Plumas.

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

# Exhibit B



Assistant County Counsel  
Wage range - 4370

|  | FY 16/17             | FY 17/18             | FY 18/19             | FY 19/20             | FY 20/21             |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|
|  | New Range            |                      |                      |                      |                      |
| Regular wages                          | \$ 90,896.00         | \$ 95,451.00         | \$ 100,235.00        | \$ 105,248.00        | \$ 110,510.00        |
| Assistant County Counsel               | \$ -                 |                      |                      |                      |                      |
| Retirement (Classic Rate)              | \$ 20,304.35         | \$ 21,321.84         | \$ 22,390.49         | \$ 23,510.30         | \$ 24,685.72         |
| FICA / Medicare                        | \$ 6,953.54          | \$ 7,302.00          | \$ 7,667.98          | \$ 8,051.47          | \$ 8,454.02          |
| <b>Total</b>                           | <b>\$ 118,153.89</b> | <b>\$ 124,074.85</b> | <b>\$ 130,293.47</b> | <b>\$ 136,809.77</b> | <b>\$ 143,649.74</b> |
| ER health insurance                    |                      |                      |                      |                      |                      |
| Family Rate (12 month value)           | \$ 17,832.00         |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
| <b>Total</b>                           |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
| Five Year Differential                 | Difference           |                      |                      |                      |                      |
|  | \$ 118,153.89        | \$ 124,074.85        | \$ 130,293.47        | \$ 136,809.77        | \$ 143,649.74        |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
| Five year increase to Personnel Budget | \$ 652,981.72        |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |

Prepared on March 30, 2017

Deputy County Counsel I  
Current wage range -2607

|  | FY 16/17                 | FY 17/18            | FY 18/19            | FY 19/20            | FY 20/21             |
|--|--------------------------|---------------------|---------------------|---------------------|----------------------|
|  | Current                  |                     |                     |                     |                      |
| Regular wages 2875                     | \$ 59,800.00             | \$ 62,795.00        | \$ 65,936.00        | \$ 69,243.00        | \$ 72,717.00         |
| Deputy County Counsel II               | \$ -                     |                     |                     |                     |                      |
| Retirement (Classic Rate)              | \$ 13,358.12             | \$ 14,027.15        | \$ 14,728.78        | \$ 15,467.50        | \$ 16,243.52         |
| FICA / Medicare                        | \$ 4,574.70              | \$ 4,803.82         | \$ 5,044.10         | \$ 5,297.09         | \$ 5,562.85          |
| <b>Total</b>                           | <b>\$ 77,732.82</b>      | <b>\$ 81,625.96</b> | <b>\$ 85,708.89</b> | <b>\$ 90,007.59</b> | <b>\$ 94,523.37</b>  |
|  |                          |                     |                     |                     |                      |
| Proposed                               |                          |                     |                     |                     |                      |
| Deputy County Counsel I - 3073         | \$ 63,918.00             | \$ 67,122.00        | \$ 70,491.00        | \$ 74,027.00        | \$ 77,730.00         |
| Retirement (Classic Rate)              | \$ 14,278.00             | \$ 14,993.71        | \$ 15,746.28        | \$ 16,536.15        | \$ 17,363.33         |
| FICA/Medicare                          | \$ 4,889.73              | \$ 5,134.83         | \$ 5,392.56         | \$ 5,663.07         | \$ 5,663.07          |
| <b>Total</b>                           | <b>\$ 83,085.73</b>      | <b>\$ 87,250.55</b> | <b>\$ 91,629.84</b> | <b>\$ 96,226.22</b> | <b>\$ 100,756.39</b> |
|  |                          |                     |                     |                     |                      |
|  |                          |                     |                     |                     |                      |
|  |                          |                     |                     |                     |                      |
| Five Year Differential                 | Difference \$ (5,352.91) |                     |                     |                     |                      |
|  |                          | \$ (5,624.58)       |                     |                     |                      |
|  |                          |                     | \$ (5,920.95)       |                     |                      |
|  |                          |                     |                     | \$ (6,218.63)       |                      |
|  |                          |                     |                     |                     | \$ (6,233.02)        |
|  |                          |                     |                     |                     |                      |
| Five year increase to Personnel Budget | \$ (29,350.08)           |                     |                     |                     |                      |
|  |                          |                     |                     |                     |                      |

Prepared on March 30, 2017

Deputy County Counsel II  
Current wage range -2875

|  | FY 16/17             | FY 17/18             | FY 18/19             | FY 19/20             | FY 20/21             |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|
|  | Current              |                      |                      |                      |                      |
| Regular wages 2875                     | \$ 65,853.00         | \$ 69,160.00         | \$ 72,634.00         | \$ 76,274.00         | \$ 80,101.00         |
| Deputy County Counsel II               | \$ -                 |                      |                      |                      |                      |
| Retirement (Classic Rate)              | \$ 14,710.24         | \$ 15,448.96         | \$ 16,224.98         | \$ 17,038.09         | \$ 17,892.96         |
| FICA / Medicare                        | \$ 5,037.75          | \$ 5,290.74          | \$ 5,556.50          | \$ 5,834.96          | \$ 6,127.73          |
| <b>Total</b>                           | <b>\$ 85,601.00</b>  | <b>\$ 89,899.70</b>  | <b>\$ 94,415.48</b>  | <b>\$ 99,147.05</b>  | <b>\$ 104,121.69</b> |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
| Deputy Count Counsel II - 3228         | \$ 78,582.00         | \$ 82,514.00         | \$ 86,653.00         | \$ 91,000.00         | \$ 95,555.00         |
| Retirement (Classic Rate)              | \$ 17,553.65         | \$ 18,431.98         | \$ 19,356.55         | \$ 20,327.58         | \$ 21,345.08         |
| FICA/Medicare                          | \$ 6,011.52          | \$ 6,312.32          | \$ 6,628.95          | \$ 6,961.50          | \$ 6,961.50          |
| <b>Total</b>                           | <b>\$ 102,147.17</b> | <b>\$ 107,258.30</b> | <b>\$ 112,638.50</b> | <b>\$ 118,289.08</b> | <b>\$ 123,861.58</b> |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
| Five Year Differential                 | Difference           |                      |                      |                      |                      |
|  | \$ (16,546.17)       | \$ (17,358.60)       |                      |                      |                      |
|  |                      |                      | \$ (18,223.02)       |                      |                      |
|  |                      |                      |                      | \$ (19,142.03)       | \$ (19,739.89)       |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
| Five year increase to Personnel Budget | \$ (91,009.71)       |                      |                      |                      |                      |

Prepared on March 30, 2017

Deputy County Counsel III  
Current wage range -3166

|  | FY 16/17             | FY 17/18             | FY 18/19             | FY 19/20             | FY 20/21             |
|--|----------------------|----------------------|----------------------|----------------------|----------------------|
|  | Current              |                      |                      |                      |                      |
| Regular wages                          | \$ 65,853.00         | \$ 69,160.00         | \$ 72,634.00         | \$ 76,274.00         | \$ 80,101.00         |
| Deputy County Counsel III              | \$ -                 |                      |                      |                      |                      |
| Retirement (Classic Rate)              | \$ 14,710.24         | \$ 15,448.96         | \$ 16,224.98         | \$ 17,038.09         | \$ 17,892.96         |
| FICA / Medicare                        | \$ 5,037.75          | \$ 5,290.74          | \$ 5,556.50          | \$ 5,834.96          | \$ 6,127.73          |
| <b>Total</b>                           | <b>\$ 85,601.00</b>  | <b>\$ 89,899.70</b>  | <b>\$ 94,415.48</b>  | <b>\$ 99,147.05</b>  | <b>\$ 104,121.69</b> |
|  |                      |                      |                      |                      |                      |
| Deputy County Counsel III              |                      |                      |                      |                      |                      |
| Proposed wage 3778                     | \$ 78,582.00         | \$ 82,514.00         | \$ 86,653.00         | \$ 91,000.00         | \$ 95,555.00         |
| Retirement (Classic Rate)              | \$ 17,553.65         | \$ 18,431.98         | \$ 19,356.55         | \$ 20,327.58         | \$ 21,345.08         |
| FICA/Medicare                          | \$ 6,011.52          | \$ 6,312.32          | \$ 6,628.95          | \$ 6,961.50          | \$ 7,319.50          |
| <b>Total</b>                           | <b>\$ 102,147.17</b> | <b>\$ 107,258.30</b> | <b>\$ 112,638.50</b> | <b>\$ 118,289.08</b> | <b>\$ 123,861.58</b> |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
| Five Year Differential                 | Difference           |                      |                      |                      |                      |
|  | \$ (16,546.17)       | \$ (17,358.60)       | \$ (18,223.02)       | \$ (19,142.03)       | \$ (19,739.89)       |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |
| Five year increase to Personnel Budget | \$ (91,009.71)       |                      |                      |                      |                      |
|  |                      |                      |                      |                      |                      |

Prepared on March 30, 2017

**PLUMAS COUNTY  
BOARD  
OF  
SUPERVISORS**

**PLUMAS COUNTY  
COUNSEL**  
(R. Craig Settlemyre)

**PARALEGAL III**  
(Mari Snyder)

**ASSISTANT COUNTY  
COUNSEL, or  
DCC I, or  
DCC II, or  
DCC III**  
(Vacant)



OFFICE OF THE  
**COUNTY COUNSEL**  
COUNTY OF PLUMAS

Plumas County Courthouse  
520 Main Street, Room 301  
Quincy, California 95971-9115

**R. CRAIG SETTLEMIRE**  
COUNTY COUNSEL

**MARI SNYDER**  
PARALEGAL/SMALL CLAIMS ADVISOR

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

April 5, 2017

**INTEROFFICE MEMORANDUM**

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

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

**SUBJECT:** Request to adopt Resolution:

- 1) Creating new position of "Assistant County Counsel" (at-will, Range 4370);
- 2) Update salary ranges for Deputy County Counsel I, II, and III to Ranges 3073, 3228, and 3738, respectively;
- 3) Amend position allocation to permit flexibly filling of 1.0 FTE at either Assistant County Counsel or Deputy County Counsel I, II *or* III level.

*For the Meeting on April 11, 2017*

**Background:**

As your Board is aware, the Plumas County Counsel's office experienced a vacancy on September 17, 2016, when Deputy County Counsel Steve Mansell resigned to accept a similar position with the El Dorado County Counsel's Office at a significantly higher pay.<sup>1</sup>

The Office of Plumas County Counsel currently consists of two (2) full-time attorney positions, the County Counsel and one Deputy County Counsel (that can be filled at the I, II, or III levels); and support staff consisting of one full-time Paralegal III/small claims advisor and one part-time clerical extra-help (averaging less than 8 hours per week). In the past, Plumas County has had as many as three attorneys handling matters within the scope of County Counsel responsibilities, not counting contracted juvenile dependency legal counsel. Since the departure of Plumas County Flood Control District General Manager/Legal Counsel Brian Morris in January 2012 (whose position was not filled due to budget constraints), the Plumas County Counsel's Office has been doing the work of three attorneys with just two attorneys. Please see Attachment "A" for a table depicting staffing levels in the Plumas County Counsel's Office since October 2002.

With only two (2) full-time attorneys, both attorneys have to be well versed in the wide variety of legal practice areas<sup>2</sup> facing a County Counsel's Office and the over twenty county departments and

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<sup>1</sup> The beginning range of a Deputy County Counsel III in Plumas County is \$31.66 per hour (\$5,487.31 per month), while in El Dorado County a Deputy County Counsel begins at \$9,321.87 per month -- a difference of 69.8%.

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** R. Craig Settlemire, *Plumas County Counsel*  
**SUBJECT:** Request to adopt Resolution:  
1) Creating new position of “Assistant County Counsel” (at-will, Range 4370);  
2) Update salary ranges for Deputy County Counsel I, II, and III to Ranges 3073, 3228, and 3738, respectively;  
3) Amend position allocation to permit flexibly filling of 1.0 FTE at either Assistant County Counsel or Deputy County Counsel I, II or III level.  
*For the Meeting on April 11, 2017*

Page 2 of 3

dependent special districts the County Counsel’s Office serves.<sup>3</sup> Narrow legal specialization is impractical in a county counsel’s office for a small county such as Plumas County. Every day, each attorney must be prepared to back up the other attorney in all areas. The incumbent County Counsel has over 36 years’ experience advising local public agencies such as counties and special district. The prior Deputy County Counsel III had been practicing law for over twelve (12) years, more than five of which had been in the Plumas County Counsel’s Office.

For approximately seven (7) months, Human Resources has been actively recruiting to fill the Deputy County Counsel position at either the I, II, or III levels. The response to the recruitment has limited both in terms of the number of applicants and the breadth of the applicants’ experience. While a number of the applicants meet minimum qualifications, and a few applicants have experience in a couple of the practice areas of the County Counsel’s office, none of the applicants has the experience or qualifications of the prior incumbent.

### **Proposed Creation of an Assistant County Counsel Position and Updated Compensation for Deputy County Counsels:**

Plumas County government is in need of two experienced attorneys to handle its civil law workload. Training of an entry-level attorney in the County Counsel’s office takes time away from other work the County Counsel should be doing for the Board of Supervisors and the various County departments and dependent special districts. An experienced attorney is needed to cover for the times the other attorney in the office is out due to vacations, illness, or continuing education. Many matters simply cannot wait a week or more for an attorney to return to the office, but must be addressed immediately. Timely legal advice can help to avoid expensive litigation or disruption of

---

<sup>2</sup> The County Counsel has primary responsibility for providing legal advice and assistance to the Board of Supervisors and County staff on matters such as: public policies; land use; human/social services; civil actions; risk management and insurance; municipal and public law; tort law; resources law; environmental law; nuisance abatement; personnel benefits, employment, retirement and labor relations law; and construction, facilities and real estate law. The attorneys in the Office of County Counsel prepare board reports and recommendations; prepare legal opinions; draft ordinances, resolutions and proposed legislation; represent the County before the legislature as directed; formulate litigation strategies; oversee legal research and investigations; act as trial counsel in state court, federal court, and administrative proceedings; monitor legal developments; retain and manage outside legal counsel; and serve as attorneys for the County in all civil actions, including Public Guardian cases and juvenile dependency cases involving abused or neglected children.

<sup>3</sup> The County Counsel serves as the civil attorney for Plumas County, including the Board of Supervisors and all County offices, departments, boards, commissions, the Grand Jury, five dependent special districts (Crescent Mills Lighting District, Dixie Valley Community Services District, Quincy Lighting District, Plumas County Flood Control and Water Conservation District, and Walker Ranch Community Services District), one county service area (Beckwourth County Service Area), and other special districts (on a limited, as requested and time-available basis).

**TO:** Honorable Board of Supervisors, County of Plumas  
**FROM:** R. Craig Settlemyre, *Plumas County Counsel*  
**SUBJECT:** Request to adopt Resolution:  
1) Creating new position of “Assistant County Counsel” (at-will, Range 4370);  
2) Update salary ranges for Deputy County Counsel I, II, and III to Ranges 3073, 3228, and 3738, respectively;  
3) Amend position allocation to permit flexibly filling of 1.0 FTE at either Assistant County Counsel or Deputy County Counsel I, II or III level.  
*For the Meeting on April 11, 2017*

Page 3 of 3

work in other County offices. It is also prudent for the office to have a viable succession plan in the event of the unexpected illness or departure of the incumbent County Counsel.<sup>4</sup>

Based on the ten-county salary comparison survey by Human Resources, we believe that compensation is likely the primary reason for a lack of interest by attorneys with substantial public agency law experience that is desirable for Plumas County’s needs. In an attempt to attract the attention of attorneys with substantial public agency experience, we are recommending that your Board consider the creation of an at-will “Assistant County Counsel” position that requires significant experience in the field. This, coupled with a competitive salary, is expected to attract more highly qualified applicants. In addition, since the ten-county salary survey shows that Plumas County is near the bottom in terms of compensation, we recommend that the salaries for the Deputy County Counsel series also be updated.

We recognize that the cost of implementing these changes can be substantial, particularly if we are successful in hiring a qualified Assistant County Counsel. Please see the five-year cost projections included with Human Resources memorandum. However, your Board should keep in mind that County Counsel services are allocated to the various County departments and dependent special districts via the approved Cost Plan (A-87) based on attorney’s time. (Attorneys in the County Counsel’s Office track their time in tenth of an hour (.1 hr., or 6 minutes) increments.) While we have not conducted a detailed review of actual allocations under the Cost Plan, a quick overview suggests that thirty to forty percent (30-40%) of time expended by the County Counsel’s office is allocated to non-General Fund departments. Therefore, while the County Counsel’s Office is a “General Fund” funded department, thirty to forty percent of the cost of operating the County Counsel’s Office is paid by non-General Fund sources. Thus, thirty to forty percent of the cost of any increase as a result of this proposal will be reimbursed to the General Fund from other revenue sources.

#### **Recommendation:**

That the Board of Supervisors adopt the accompanying “RESOLUTION TO AMEND JOB CLASSIFICATION TO ADD ASSISTANT COUNTY COUNSEL RANGE 4370, DEPUTY COUNTY COUNSEL I RANGE 3073, DEPUTY COUNTY COUNSEL II RANGE 3228, DEPUTY COUNTY COUNSEL III RANGE 3738 AND AMEND FISCAL YEAR 2016-2017 POSITION ALLOCATION FOR COUNTY COUNSEL DEPARTMENT #20080.”

END OF MEMORANDUM

[Y:\Administrative\BOS Memo Re creation of Assistant County Counsel position.doc]

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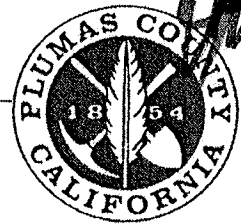
<sup>4</sup> The current County Counsel has no plans to leave or retire in the near future.



# ATTACHMENT "A"

| County Counsel   | Deputy County Counsel(s)  | Contract Attorney  |
|--|---|--|
| <u>Oct. 2003</u> : Barbara Snelling<br>Interim County Counsel              | <u>Feb. 2004</u> : Brian Morris   | <u>Dec. 2004</u> : Michael Jamison (Contract)<br><u>Aug 2005</u> : MJ contract end   |
| <u>Oct. 2005</u> : Barbara Thompson- Appointed<br>County Counsel           | <u>August 2005</u> : MJ – switched to Permanent/Part time employee - .75<br><br><u>April 2006</u> : MJ leaves<br><u>June 2006</u> : Todd Stress<br><u>Jan 2007</u> : TS leaves<br><u>March 2007</u> : Clint Walker<br><u>June 2007</u> : BM transferred out of CC office to become Flood Control Manager<br><u>March 2008</u> : CW leaves | ?Bill Abramson contract for Dependency only.   |
| <u>August 2008</u> : BT leaves<br>Vacant                                   | Vacant  | <u>May 2008</u> : Cota Law Firm (Contract)<br><br><u>Feb 2009</u> : Cota contract terminated<br><br><u>March 2009</u> : James Reichle (contract)<br><br><u>Aug 2009</u> : JR contract ends |
| <u>Aug 2009</u> : James Reichle appointed<br><u>March 2010</u> : JR leaves |   |  |
| <u>March 2010</u> : Brian Morris interim off and on through July 2010      |   |  |
| <u>Aug 2010</u> : Craig Settlemire Appointed                               | <u>January 2011</u> : Steve Mansell<br><br><u>January 2012</u> : Brian Morris leaves Flood Control.<br><br><u>September 16, 2016</u> : Steve Mansell leaves.  |  |

4C [Signature]



Lynn Sheehy  
County Librarian

## PLUMAS COUNTY LIBRARY

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

DATE: March 23, 2017  
TO: Honorable Board of Supervisors  
FROM: Lynn Sheehy, County Librarian  
RE: AGENDA ITEM FOR APRIL 4, 2017

It is recommended that the Board:

Approve the transfer of \$6,525 from the Contingency Fund to Library account #523712 Program Subscriptions, to pay invoices totaling \$10,433.56 for CalPERS retirees of the North State Cooperative Library System (NSCLS).

Background:

The North State Cooperative Library System (NSCLS), of which Plumas County Library is a member, is asserting that the Library has a financial obligation to CalPERS for its existing as well as future retirees from when it did employ workers previously to 2009. The financial obligation is shared among its members. Each fiscal year the NSCLS Administrative Council (consisting of the library directors of each member library) meets and approves the NSCLS budget as well as the member cost share for CalPERS for the upcoming year. Plumas County library has received five invoices for the last four fiscal years including this one in the amounts of \$1844.06, \$2475, \$1574.25, \$1904.25, and \$2636, none of which have been paid.

When the County Librarian submitted a request for a contract in order to pay one of these invoices, it was denied by County Counsel on the grounds that no documentation has been provided to that office indicating that Plumas County has entered into an agreement that would make Plumas County liable for a share of the CalPERS liability of NSCLS. And to this date, this is still the case. Therefore, if the Board authorizes payment of these billings in order to continue participation, it should not be an acknowledgement or admission of liability for a share of the CalPERS liability.

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

TRANSFER NUMBER  
(Auditor's Use Only)

Department: Library Dept. No: 20670 Date 3/23/2017

The reason for this request is (check one):

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

**Approval Required**

Board  
Board  
Board  
Auditor  
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

| Fund #                               | Dept # | Acct # | Account Name     | \$ Amount |
|--------------------------------------|--------|--------|------------------|-----------|
| 0001                                 | 20980  | 528400 | Contingency Fund | 6,525.00  |
|                                      |        |        |                  |           |
|                                      |        |        |                  |           |
|                                      |        |        |                  |           |
|                                      |        |        |                  |           |
|                                      |        |        |                  |           |
|                                      |        |        |                  |           |
|                                      |        |        |                  |           |
|                                      |        |        |                  |           |
|                                      |        |        |                  |           |
| Total (must equal transfer to total) |        |        |                  | 6,525.00  |

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

| Fund #                               | Dept # | Acct # | Account Name          | \$ Amount |
|--------------------------------------|--------|--------|-----------------------|-----------|
| 0001                                 | 20670  | 523712 | Program Subscriptions | 6,525.00  |
|                                      |        |        |                       |           |
|                                      |        |        |                       |           |
|                                      |        |        |                       |           |
|                                      |        |        |                       |           |
|                                      |        |        |                       |           |
|                                      |        |        |                       |           |
|                                      |        |        |                       |           |
|                                      |        |        |                       |           |
|                                      |        |        |                       |           |
| Total (must equal transfer to total) |        |        |                       | 6,525.00  |

Supplemental budget requests require Auditor/Controller's signature

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

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

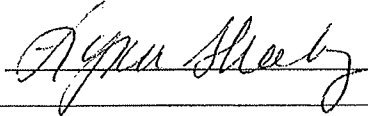
A) To pay existing invoices from NSCLS.

B) N/A

C) We are four years in arrears.

D) N/A

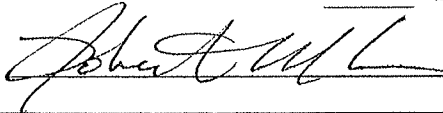
Approved by Department Signing Authority:



☒ 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.



# PLUMAS COUNTY BUILDING DEPARTMENT

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

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

5A

Date: March 31, 2017

To: Honorable Chairman of the Board

Re: Retirement

Dear Chairman,

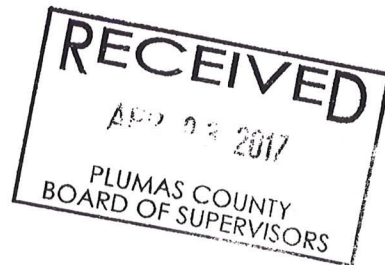
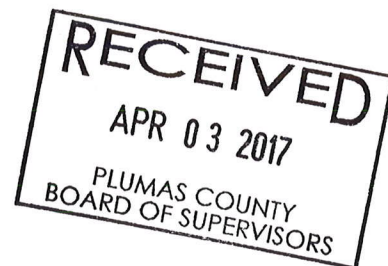
Please consider this letter as formal notice of retirement from my position as Director of Building Services for Plumas County.

My last day worked for Plumas County will be May 5, 2017, in compliance with the 30 day notice required in my contract with Plumas County. I intend on applying for CalPers retirement effective May 6, 2017.

It has been a pleasure to serve the County and work with a wonderful staff. I will miss all of them, and I wish to thank the Board for all the support over the last year. Please feel free to contact me regarding any questions or referrals for the future.

Sincerely,

  
Jim Green






GREGORY J. HAGWOOD  
SHERIFF/CORONER

# Office of the Sheriff

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

5c

## Memorandum

**DATE:** March 28, 2017  
**TO:** Honorable Board of Supervisors  
**FROM:** Sheriff Greg Hagwood   
**RE:** Agenda Item for the meeting of April 11, 2017

### RECOMMENDATION:

Approve the fiscal year 2016-2017 allocation of \$234,044.16 from Title III to the Plumas County Sheriff's Office for Public Safety Communications infrastructure development and upgrades.

### BACKGROUND & DISCUSSION:

For the past several years the Plumas County Sheriff's Office has been working to develop and upgrade Public Safety Communications throughout the county. Developing and upgrading these sites are critical to Public Safety Entities (ie; Fire, Medical, and Law Enforcement).

Many of these projects are underway throughout the county such as Radio Hill and Dyer Mountain. Additional projects such as Black Mountain and Claremont Peak are also in the beginning stages of development.

With the anticipated termination of any additional Title III funds, it is imperative this perceived last round of funding be placed aside for these projects.

Financial Activity

**Additional Description:**

The Secure Rural Schools and Community Self-Determination Act of 2000(SRS) was reauthorized on April 2015 by P.L. 114-10 for two years; this is the second year of SRS reauthorization. Adjustments made to Title I allocation in FY 2014-15 because of Monterey County's overpayment due to the no-fault allocation by the State was partially allocated back in this year's payment. Please see the report published in SCO website for the calculation of Title I Net Adjustment Amount.  
US Forest Reserve - GC sections 29480-29484

**US Forest Reserve**

Fiscal Year: 2015

Collection Period: 10/01/2014 To 09/30/2015

Payment Calculations:

25 Percent Payment.

0.00

Title 1

2,841,964.78

Title III (County Projects)

234,044.16

US Federal Offset or Title I Adjustment Amount

1,841.24

Gross Claim

\$3,077,850.18

Net Claim / Payment Amount

\$3,077,850.18

YTD Amount:

\$3,077,850.18

For assistance, please call: Rhodora B. Bravo at (916) 324-8361

4/7/2016