

## **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 AUGUST 15, 2017 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

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

### **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) SOCIAL SERVICES**

Ratify and authorize the Director of Social Services to sign a contract between County of Plumas and Plumas Crisis Intervention and Resource Center, not to exceed \$15,000, for housing support for homeless CalWORKs recipients; and authorize the Department of Social Services to execute up to two additional twelve month extensions, subject to agreement between the parties regarding compensation; approved as to form by County Counsel

#### **B) PLANNING**

- 1) Approve and authorize the Planning Director to sign agreement between County of Plumas and Hinman and Associates Consulting, Inc., not to exceed \$25,000, to provide services to assist Plumas County Flood Control District with support services; approved as to form by County Counsel
- 2) Approve and authorize the Planning Director to sign agreement between County of Plumas and Leah Wills for Contract Employee Services at a rate of \$61.642/hr. for work on water planning issues through June 30, 2018; approved as to form by County Counsel

#### **C) PROBATION**

- 1) Approve and authorize the Chair to sign contract between County of Plumas and Plumas Rural Services, not to exceed \$22,500, for Domestic Violence Batterers Group Program; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract between County of Plumas and Plumas Rural Services, not to exceed \$12,000, for Cognitive Behavior Restructuring Group Program; approved as to form by County Counsel

**D) BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign Memorandum of Understanding between County of Plumas and Sierra Cascade Family Opportunities for Head Start classroom observations; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign FY 2017-2018 contract between County of Plumas and Hilltop Recovery, not to exceed \$50,000, for ambulatory and mentally competent clients recovering from substance abuse; approved as to form by County Counsel
- 3) Approve and authorize the Chair to sign FY 2017-2018 contract between County of Plumas and Community Recovery Resources, not to exceed \$50,000, to provide residential treatment services for adult men and women; approved as to form by County Counsel
- 4) Approve and authorize the Chair to sign FY 2017-2018 contract between County of Plumas and Skyway House, not to exceed \$50,000, to provide residential treatment services for adult men and women; approved as to form by County Counsel

**E) PUBLIC HEALTH AGENCY**

- 1) Approve and authorize the Chair to sign Professional Services Agreement between County of Plumas and County of Shasta, not to exceed \$10,847, for Disease Control and Prevention Emergency Preparedness grant; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign Cooperative Agreement between County of Plumas and Feather River College, not to exceed \$25,000, to provide various healthcare services to students attending Feather River College; approved as to form by County Counsel

**F) PUBLIC WORKS**

Approve and authorize the Chair to sign Amendment No. 1 to Professional Services Agreement between County of Plumas and Quincy Engineering, Inc. for additional funding of \$20,825.98 associated with additional field inspections and management associated with asphalt concrete repair and post construction services for the Bailey Creek Bridge Project; approved as to form by County Counsel

**2. AIRCON ENERGY, INC.**

Consideration of energy efficiency projects for Plumas County; discussion and possible action

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

The Board of Supervisors sits as the Governing Board for various special districts and county service areas 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 Beckwourth County Service Area Governing Board**

**3. BECKWOURTH CSA – Robert Perreault**

Status report on rate-related and grant application activities being conducted on behalf of the Beckwourth Community Service Area

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

**4. DEPARTMENTAL MATTERS**

**A) SOCIAL SERVICES** – Elliott Smart

Presentation of Social Services Trends Report for quarter ending June 30, 2017

**B) DISTRICT ATTORNEY** – David Hollister

Adopt **RESOLUTION** authorizing the District Attorney to execute and administer a FY 2017-2018 Grant Award Agreement for the Plumas County Prop 47 Program

**5. BOARD OF SUPERVISORS**

A. Correspondence

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

C. Appointments

**FISH & GAME ADVISORY COMMISSION**

Appoint John Crotty to the Plumas County Fish & Game Advisory Commission to replace Eric Rudgers, representing District 3

D. Discussion and possible action regarding Plumas County Road Fund Reserves and intention of the Director of Public Works

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

**6. BOARD OF SUPERVISORS**

A. Report and update by Susan Scarlett, Budget Consultant on the FY 2017-2018 Budget; discussion and possible action regarding various county departments and programs

**7. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Information Systems Manager (Board only)
- B. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- D. 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 Wednesday, August 23, 2017 for Special Meeting of the Board of Supervisors Room 308, Courthouse, Quincy, California.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

ELLIOTT SMART  
DIRECTOR

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

DATE: AUGUST 4, 2017

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES

SUBJ: BOARD AGENDA ITEM FOR AUGUST 15, 2017, CONSENT AGENDA

RE: RATIFICATION OF A CONTRACT WITH THE PLUMAS CRISIS  
INTERVENTION AND RESOURCE CENTER FOR HOUSING SUPPORT  
FOR HOMELESS CalWORKs RECIPIENTS

### **It is Recommended that the Board of Supervisors**

1. Ratify a contract between the Plumas County Department of Social Services and the Plumas Crisis Intervention and Resource Center in the amount of \$15,000.
2. Authorize the Director of the Department of Social Services to execute the contract as the Board's designee.
3. Authorize the Department of Social Services to execute up to two additional twelve month extensions of the agreement subject an agreement between the parties regarding compensation.

### **Background and Discussion**

A critical element in promoting self-sufficiency for families who receive CalWORKs is to assure that they have stable housing. A family can have great difficulty meeting their employment goals when they do not have permanent and secure housing. For that reason, the state has initiated a housing support program for families receiving CalWORKs benefits.

The CalWORKs Housing Support Program has, as its goal, fostering housing retention and assisting CalWORKs families in finding and keeping permanent housing. The program includes providing comprehensive wraparound services to support maintaining housing stability. Because stable housing is critical to achieving self-sufficiency, the program includes individually tailored case management services.

### **Financial Impact**

The agreement calls for compensation not to exceed \$15,000 per year for case management and supportive services. Funds to support this agreement include federal and state funds, and county 2011 Realignment funds. The program is budgeted. It does not impact the County General Fund.

### **Other Agency Involvement**

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

Copy:            Leslie Mohawk, Program Manager

Enclosure

### Services Agreement

This Agreement is made this 1st day of January, 2017 by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Crisis Intervention and Resource Center (PCIRC), a California Corporation hereinafter referred to as "Contractor" or "PCIRC".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FIFTEEN THOUSAND DOLLARS (\$15,000.00).
3. Term. The term of this Agreement shall be from January 1, 2017 through December 31, 2017, unless terminated earlier as provided herein.
4. Extension. This Agreement may be extended for two additional twelve month periods not to exceed two years subject to an agreement by the parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
5. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
6. 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.
7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor

agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

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

d. Workers Compensation insurance in accordance with California state law.

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

11. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approval of whatsoever nature that is legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* which relate to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Social Services  
County of Plumas  
270 County Hospital Road, Suite 207  
Quincy, CA 95971  
Attention: Elliott Smart, Director

Contractor:

Plumas Crisis Intervention and Resource Center  
591 West Main Street  
Quincy, CA 95971  
Attention: Johanna Downey, Executive Director

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

## CONTRACTOR:

Plumas Crisis Intervention and Resource Center, a California Corporation

## COUNTY:

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

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

Name: Johanna Downey  
Title: Executive Director

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

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

Name: Elliott Smart  
Title: Social Services Director

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

Approved as to Form:

  
\_\_\_\_\_  
Craig Settlemire, County Counsel

**EXHIBIT A****Scope of Work****Housing Support Program**

Plumas Crisis Intervention & Resource Center (PCIRC) will utilize differential response funds provided by the Plumas County Department of Social Services (PCDSS) to develop a CalWORKS Housing Support Program (HSP) for Plumas County.

PCIRC's goal is to utilize this funding to foster housing retention by addressing a family's immediate housing crisis and placing homeless CalWORKS families into permanent housing while providing comprehensive wraparound supportive services to the family in order to stabilize and support their achievement of self-sufficiency. Wraparound services are services that are individually tailored to meet the needs of the population served, but shall include direct case management services provided by PCIRC and services brokered through case management services.

PCIRC and PCDSS will establish a referral system to the HSP for families whose only barrier to reunification with their children is a lack of permanent housing. Funds will be utilized for deposit assistance for rent and utilities as well as for time-limited rental assistance to establish permanent housing.

Additional homeless prevention and support services to engage parents with children participating in family reunification will be offered through access to the following resources located at each of the four Family Resource & Community Wellness Center sites located in Quincy, Portola, Greenville and Chester.

PCDSS shall provide PCIRC with signed releases of information forms from each family referred to PCIRC for House Support Services.

***EXHIBIT B******PLUMAS CRISIS INTERVENTION AND RESOURCE CENTER***

PCIRC will invoice the County on a monthly basis. In no event shall the total of the invoices received during the term of this agreement exceed \$15,000, unless modified pursuant to the terms of this agreement.

***Plumas Crisis Intervention and Resource Center Budget 2017***

Housing Support Program	\$	15,000.00
<b>TOTAL</b>	<hr/>	<b>\$ 15,000.00</b>

IBI



## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971      [www.countyofplumas.com](http://www.countyofplumas.com)  
(530) 283-7011

**DATE:** August 15, 2017

**TO:** Honorable Chair and Board Members of the Plumas County Flood Control and Water Conservation District

**FROM:** Randy Wilson, Plumas County Planning Director *(PW)*

**RE:** Request for approval of an agreement with Hinman and Associates Consulting Inc. to provide professional services to assist Plumas County Flood with support services to the Upper Feather River Integrated Regional Water (UFRIRWMP) Management Plan Program and authorize the Planning Director to sign the agreement.

### **Background:**

The Plumas County Flood Control and Water Conservation District Board approved a Grant Agreement with the California Department of Water Resources (DWR) for Prop 84 funds to update the Upper Feather River Integrated Regional Water Management Plan (IRWM) on February 11, 2014. The District Board entered into a Professional Services Agreement with Uma Hinman Consulting on June 3, 2014 for professional services to assist the District in updating the IRWM.

On November 18, 2016 the Regional Water Management Group (RWMG) considered and adopted a Resolution approving the 2016 Update to the Upper Feather River Integrated Regional Water Management Plan, which is to Proposition 1 standards.

The update to the Upper Feather River Integrated Regional Water Management Plan (UFRIRWMP) is now completed. The process of updating the UFRIRWMP took approximately two (2) years to complete. The initial grant agreement with the Department of Water Resources (DWR) and the Plumas County Flood Control and Water Conservation District called for the update of the UFRIRWMP to comply with Proposition 84 standards as specified in the DWR Integrated Regional Water Management (IRWM) plan guidelines of 2012.

In 2016 DWR developed new IRWM plan guidelines for the latest water bond, Proposition 1. During the update to the UFRIRWMP staff and the consultant working on the plan update became aware of the 2016 IRWM plan guidelines and as such were able to successfully update the UFRIRWMP to the new guidelines making update compliant to Proposition 1 standards. DWR has conducted a review of the updated UFRIRWMP and found the plan to be compliant with the new guidelines.

To date this is the first IRWM plan in the State of California to have been successfully updated to the new Department of Water Resources IRWM plan guidelines and the first IRWM plan that meets Proposition 1 standards. This allows projects identified within the Upper Feather River Integrated Regional Water Management Plan Update 2016 to apply for funding from state agencies that have Proposition 1 funds for grants.

On December 13, 2016 the Board of Supervisors and the Board of the Plumas County Flood Control and Water Conservation District adopted Resolutions adopting the updated Upper Feather River Integrated Regional Water Management Plan.

For the FY16-17 budget process a request for \$10,000 for Professional Services was submitted for consideration in the Flood Control Budget 208B, which is attached. This request was approved as an expense line item 521900. Staff, upon reviewing the budget found that there was no revenue budgeted for this expense. Staff does not know why no revenue was budgeted in support the expense. In February of 2017 the Board of Supervisors allocated \$10,000 from the Budget Contingency and approved a contract with Uma Hinman Consulting, which expired on June 30, 2017.

For the FY 17-18 budget process a request for \$25,000 for Professional Services was submitted for consideration in the Planning Department budget to continue to contract with Hinman and Associates Consulting Inc. (please note a name change from Uma Hinman Consulting). Also, note that the funds for these services have been budgeted in the Planning Department budget rather than the Flood Control 208B budget.

#### **STAFF COMMENT:**

The Upper Feather River IRWM plan contains Chapter 11 called Plan Implementation, Performance, Monitoring and Data Management, which is attached. The Introduction to this Chapter indicates:

“The Department of Water Resources (DWR) Guidelines for Integrated Regional Water Management (IRWM) Plans include the standard that IRWM Plans, “shall include performance measures and monitoring to document progress toward meeting Plan objectives.” The intent of the Plan Performance and Monitoring Standard is to ensure:

- “\* The Regional Water Management Group (RWMG) is efficiently making progress toward meeting the objectives of the IRWM Plan;
- “\* The RWMG is implementing projects listed in the IRWM Plan; and

“\* Each project approved under the Plan is monitored to comply with all applicable rules, laws, and permit requirements.”

The intent of this agreement with Hinman and Associates Consulting Inc. is to assist in the RWMG in the implementation of the Upper Feather River IRWM Plan by:

- Tracking emails and policy documents;
- Assist with project development and grant application(s) efforts upon request;
- Take responsibility for the Regional Water Management Group (RWMG) meeting(s) logistics and agendas;
- Maintenance and updating the UFRIRWM website (featherriver.org);
- Manage communication to the RWMG and the public;
- Research and identify funding opportunities;
- Participate in UFRIRWM Funding Area coordination and project development efforts;
- Project contract management; and
- Organizational strategizing and financial planning.

The request for \$25,000 to support this effort is within the Planning Department’s requested FY 17-18 budget. There has been the beginnings of a discussion amongst the members of the Regional Water Management Working Group for member’s organizations to contribute to this cost, which could reduce Plumas County’s costs for this ongoing effort.

### **Actions for Consideration**

Staff recommends that the Board of Supervisors take the following actions:

- I. Approve the attached agreement with Hinman and Associates Consulting Inc. to provide professional services to assist the Plumas County with support services to the Upper Feather River Integrated Regional Water (UFRIRWMP) Management Plan Program and authorize the Planning Director to sign the agreement.

Attachment:

Agreement with Uma Hinman Consulting

## Services Agreement

This Agreement is made by and between the PLUMAS COUNTY, a political subdivision of the State of California (hereinafter referred to as "County"), and Hinman and Associates Consulting, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Five Thousand dollars (\$25,000).
3. Term. The term of this agreement shall be from July 1, 2017 through June 30, 2018, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds except for services already provided but not yet paid to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively “County Parties”), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney’s fees and court costs (hereinafter collectively referred to as “Claims”), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.
10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
13. Choice of Law. The laws of the State of California shall govern this agreement.
14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
20. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
  - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
    - i. Each policy shall be endorsed to name the County,

its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 20, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

COUNTY INITIALS \_\_\_\_\_

CONTRACTOR INITIALS \_\_\_\_\_

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

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Planning Department  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Randy Wilson

Contractor:

Hinman and Associates Consulting, Inc.  
P.O Box 1251  
Cedar Ridge, CA 95924  
Attention: Uma Hinman, Owner/Environmental Planner, [uhinman@comcast.net](mailto:uhinman@comcast.net), 916-813-0818

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

COUNTY INITIALS \_\_\_\_\_

CONTRACTOR INITIALS \_\_\_\_\_

**CONTRACTOR:**

Hinman & Associates Consulting, Inc., a  
California Corporation

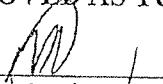
By: \_\_\_\_\_  
Name: Uma Hinman  
Title: Owner/Environmental Planner  
Date signed:

**DISTRICT:**

Plumas County

By: \_\_\_\_\_  
Name: Randy Wilson  
Title: Planning Director, County of Plumas  
Date signed:

**APPROVED AS TO FORM:**

  
R. Craig Settlemire  
Plumas County Counsel

COUNTY INITIALS \_\_\_\_\_

## EXHIBIT A

Provide services in assisting the Plumas County with support services to the Upper Feather River Integrated Regional Water (UFRIRWM) Management Plan Program. Hinman and Associates Consulting, Inc. staff will assist with implementation of the UFRIRWM Program as needed. Services that can be provided include:

- Tracking emails and policy documents;
- Assist with project development and grant application(s) efforts upon request;
- Take responsibility for the Regional Water Management Group (RWMG) meeting(s) logistics and agendas;
- Maintenance and updating the UFRIRWM website (featherriver.org);
- Manage communication to the RWMG and the public;
- Research and identify funding opportunities;
- Participate in UFRIRWM Funding Area coordination and project development efforts;
- Project contract management; and
- Organizational strategizing and financial planning.

EXHIBIT B

**Fee Schedule**

Compensation shall not exceed \$25,000 for work under this contract.

Contractor shall submit an invoice to District for each calendar month in which services are provided.

Hourly Rates:

Principal Planner \$85.00/hour

Planner/Analyst \$65.00/hour

Administrative Support \$35.00/hour

Sub-Consultants

Uma Hinman Consulting charges a 10 percent administrative fee on all sub-consultant labor (see Hourly Rate Method of Billing).



IB2

## PLUMAS COUNTY PLANNING & BUILDING SERVICES

555 Main Street, Quincy, CA 95971      [www.countyofplumas.com](http://www.countyofplumas.com)  
(530) 283-7011

**DATE:** August 15, 2017

**TO:** Honorable Chair and Members of the Board of Supervisors

**FROM:** Randy Wilson, Plumas County Planning Director *RW*

**RE:** Authorize the Planning Director to execute an Agreement for Contract Employee Services for Leah Wills for work on water planning issues until June 30, 2018.

### Background

Leah Wills provides professional services to both County of Plumas and the Plumas County Flood Control and Water Conservation District. This is a request to execute an agreement to contract for Leah's services as a contract employee for professional services through June 30, 2018. A new contract for Leah's services is required as the last contract has expired. Staff is asking that this new contract be retroactive back to July 1, 2017. The Planning Department Fiscal Year 2017-2018 Budget contains a line item (51020) for \$36,000 for Leah's services.

### Scope of Services

The following explains the tasks/issues contained in the proposed contract.

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Plumas County Planning Director. Duties include, but are not limited to:

- \* Work on and attend meetings regarding Rock Creek/Cresta Ecological Resources Committee (ERC) (FERC # 1962 and other matters related to FERC relicensing in the North Fork of the Feather River; (Bucks FERC # 619, Poe FERC #2107, and Oroville FERC #2100, hydroelectric licenses);
- \* Work on and attend meetings regarding FERC 2105 relicensing including work on the 401 permit for FERC 2105;
- \* Work on issues and implementation of the Updated Integrated Regional Water Management Plan;
- \* Work on CEQA/NEPA related issues related to water planning;
- \* Work on water quality temperature and mercury issues related to water planning;

- \* Work on the California Statewide Groundwater Elevation Monitoring Plan (CASGEM) compliance issues related to water planning;
- \* Work on groundwater management issues;
- \* Assist in the development of a Water Program Transition Plan; and
- \* Other Duties as assigned related to water use, conservation, and planning.

## **ACTIONS FOR CONSIDERATION**

Staff recommends the Board of the Supervisors take the following action.

- I. Authorize the Planning Director to execute an Agreement for Contract Employee Services for Leah Wills for work on water planning issues extending the Agreement until June 30, 2018.

Attachment: Agreement for contract employee services for Leah Wills

## AGREEMENT FOR CONTRACT EMPLOYEE SERVICES

This Agreement is entered into this 18th day of July, 2017, between the PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and LEAH WILLS, hereinafter referred to as "CONTRACT EMPLOYEE," to provide contract employee services to the County.

### 1. DEFINITIONS

For clarification purposes, the following terms and phrases are further clarified in regard to usage in the administration of this contract:

**CONTRACT EMPLOYEE:** Leah Wills. The contract provisions are solely applicable to the named individual.

**PAYROLL:** The Contract Employee shall be considered an "Extra Help Employee," who will serve at the pleasure of the Plumas County Planning Director.

### 2. SERVICES TO BE PROVIDED

CONTRACT EMPLOYEE shall serve in a consultant, or advisory, capacity to the Plumas County Planning Director. Duties include, but are not limited to:

- \* Work on and attend meetings regarding Rock Creek/Cresta Ecological Resources Committee (ERC) (FERC # 1962 and other matters related to FERC relicensing in the North Fork of the Feather River; (Bucks FERC # 619, Poe FERC #2107, and Oroville FERC #2100, hydroelectric licenses);
- \* Work on and attend meetings regarding FERC 2105 relicensing including work on the 401 permit for FERC 2105;
- \* Work on issues and implementation of the Updated Integrated Regional Water Management Plan (IRWM);
- \* Work on CEQA/NEPA related issues related to water planning;
- \* Work on water quality temperature and mercury issues related to water planning;
- \* Work on the California Statewide Groundwater Elevation Monitoring Plan (CASGEM) compliance issues related to water planning;
- \* Work on groundwater management issues;
- \* Assist in the development of a Water Program Transition Plan; and
- \* Other Duties as assigned related to water use, conservation, and planning.

CONTRACT EMPLOYEE shall consult with the Plumas County Planning Director on an ongoing basis to identify and prioritize specific services to be provided pursuant to the Agreement.

Inherent in the services to be provided is an on-going duty to be aware of appropriated funding that is intended to pay the costs of services and other reimbursements to the CONTRACT EMPLOYEE.

### 3. CONTRACT SCHEDULE

The nature of this work to be performed by the CONTRACT EMPLOYEE is such that the Planning Director and the CONTRACT EMPLOYEE are primarily to be in response to the issues of water. Accordingly, there is no foreseen specific project delivery schedule.

### 4. TERM

1. Subject to earlier termination as provided in Paragraph 8 below, CONTRACT EMPLOYEE shall be retained for a period of twelve (12) months, commencing on July 1, 2017, and ending on June 30, 2018. Provided that, "COUNTY's Board of Supervisors approves and ratifies services provided by CONTRACT EMPLOYEE to COUNTY from July 1, 2017, to July 18, 2016, inclusive."

### 5. COMPENSATION AND REIMBURSEMENT

CONTRACT EMPLOYEE shall be compensated for her service at the rate of Sixty-One Dollars and Sixty Four Point Two Cents per hour (\$61.642/hr).

Subject to pre-authorization by the COUNTY, COUNTY shall reimburse CONTRACT EMPLOYEE for reasonable and necessary travel expenses for travel outside the County boundaries.

CONTRACT EMPLOYEE shall submit to the County, a time card and any reimbursement requests, on a bi-weekly basis, in accordance with policies and procedure established by the Planning Director.

### 6. PAYMENT

Payment for services and reimbursement may take longer than payroll every two (2) weeks, if any, shall be processed as part of the regular County bi-weekly payroll.

Upon submission of a submitted reimbursement request for payment, if any, as approved by the Planning Director, payment shall be processed by the County, but reimbursement may take more than two (2) weeks.

### 7. 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.

<u>If to Contract Employee:</u>	<u>If to Planning Director:</u>
Leah Wills	Randy Wilson
5587 North Fir Fork	Planning Director
Taylorsville, CA 95983	555 Main Street,
Tel: (530) 284-7294	Quincy, CA 95971
	Tel: (530) 283-6214
	Fax: (530) 283-6134

For purposes of convenience and efficiency, any communications not affecting the scope of work or the rights of the parties under this agreement may be transmitted via e-mail.

#### 8. TERMINATION

COUNTY, Planning Director may terminate this agreement at any time, with or without cause, upon two (2) weeks written notice to CONTRACT EMPLOYEE. The parties hereby expressly waive any County Code provisions to the contrary, and/or any other County rules relating to the notice of dismissal and to any rights to hearing or appeal thereon. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the CONTRACT EMPLOYEE to resign at any time from this position with the COUNTY, upon two (2) weeks written notice to the Planning Director.

#### 9. EMPLOYMENT BENEFITS

COUNTY shall provide CONTRACT EMPLOYEE no benefits or compensation other than salary and compensation as described in Paragraph 5. CONTRACT EMPLOYEE shall not be entitled to participate in the "Standard Department Head Benefit Program", including but not limited to, PERS retirement, County Medical, Sick Leave and/or Vacation.

#### 10. COMPLIANCE WITH LAWS AND ORDINANCES

CONTRACT EMPLOYEE shall perform all services pursuant to the Agreement in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, titles and departmental (district) procedures.

#### 11. NON-ASSIGNABLE

This Contract is personal and is not assignable under any circumstances.

12. OTHER WORK BY CONTRACT EMPLOYEE

Employment shall not be construed to preclude teaching, writing, or consulting performed on the CONTRACT EMPLOYEE'S time off.

13. REPORTING

CONTRACT EMPLOYEE will report directly with the Planning Director.

14. MODIFICATION

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

15. ATTORNEY'S FEES AND COSTS

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

After the claims procedures that may be applicable under the California Government Tort Act are exhausted, any dispute arising between the CONTRACT EMPLOYEE and the County pertaining to the formation, validity, interpretation, effect, performance or alleged breach of this Agreement (hereinafter referred to as "Arbitral Dispute") will be submitted to binding arbitration in Plumas County, California. The Arbitrator shall be chosen from a list of retired judges and/or local attorneys within Plumas County, unless mutually agreed to by the parties. The parties agree to submit any such dispute to binding arbitration within six (6) months of the alleged violation of this Agreement. Any such claims not presented within six (6) months shall be deemed waived. The parties agree to conduct arbitration using rules that may be established by the Arbitrator. The parties agree that such arbitration shall be the exclusive remedy for any Arbitral Dispute arising out of this Agreement, and hereby expressly waive any right they have or may have to a jury trial of any dispute arising out of this Agreement. In making an award, the Arbitrator shall have no power to add to, delete from or modify the terms of this Agreement, or to construe implied terms or covenants herein, the parties being in agreement that no such implied terms or covenants are intended. In reaching a decision, the Arbitrator shall adhere to relevant laws and an applicable legal precedent, and shall have no power to vary there from. Should the Arbitrator exceed the jurisdiction or authority here conferred, any party aggrieved thereby may file a petition to vacate, amend or correct the award so rendered in a court of competent jurisdiction.

16. INTEREST OF CONTRACT EMPLOYEE

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

CONTRACT EMPLOYEE shall comply with the laws of the State of California regarding conflicts of interest, including but not limited to the Government Code Section 1090, and provisions of the

Political Reform Act found in Government Sections 87100 et seq., including regulations promulgated by the California Fair Political Practices Commission.

17. SEVERABILITY

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

18. INDEMNIFICATION

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

19. GENERAL PROVISIONS

The text herein shall constitute the entire agreement between parties.

This Agreement shall be binding upon, and insure to the benefit of the heirs, successors, assigns, executors and personal representatives of the parties hereto.

This Agreement shall become effective retroactively on July 1, 2017, after authorization is granted by the Plumas County Board of Supervisors.

CONTRACT EMPLOYEE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Leah Wills

PLUMAS COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Randy Wilson  
Planning Director

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
JW  
County Counsel 7-28-17

By: \_\_\_\_\_  
Chair, Plumas County Board of Supervisors

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



**Erin Metcalf**  
Chief Probation Officer

# County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



Phone: (530)283-6200  
FAX: (530)283-6165

**DATE:** August 15, 2017  
**TO:** Honorable Board of Supervisors  
**FROM:** Erin Metcalf, Chief Probation Officer  
**SUBJECT:** Contract between Plumas County Probation and Plumas Rural Services

**Recommendation:**

Authorize the Chief Probation Officer to sign contract for up to \$22,500 per annum with Plumas Rural Services for the facilitation of Domestic Violence Batterers Group meetings.

**Background:**

Section 1203.097 (5) of the Penal Code requires that individuals sentenced on domestic violence charges attend a one year of the Batterer's Treatment Program. Currently, Plumas Rural Services meets or exceeds the minimum qualifications for offering such a program in Plumas County. Certain Defendants may not have the financial means necessary to pay the costs of attending the groups; this contract would provide additional financial support to Plumas Rural Services for the costs tract associated with facilitating Batterer's Group meetings in Plumas County. Plumas Rural Services has applied for and met the Batterer's Program certification for groups in Plumas County, pursuant to 1203.097 of the Penal Code.



# County of Plumas

## Department of Probation

270 County Hospital Rd. #128,  
Quincy, California, 95971



lc2

**Erin Metcalf**

6200  
Chief Probation Officer  
6165

Phone: (530)283-

FAX: (530)283-

**DATE:** August 15, 2017

**TO:** Honorable Board of Supervisors

**FROM:** Erin Metcalf, Chief Probation Officer

**SUBJECT:** Contract between Plumas County Probation and Plumas Rural Services  
Cognitive Behavioral Restructuring Therapy.

**Recommendation:**

Authorize the Chief Probation Officer to sign contract for up to \$12,000 per annum with Plumas Rural Services for the facilitation of Cognitive Behavior Restructuring Therapy.

**Background:**

Cognitive Behavioral Restructuring Therapy is mental health counseling (psychotherapy) that assists offenders in restructuring negative or inaccurate thinking processes and to help them deal with challenging life situations in order to respond in more effective ways. Monies from SB678 (Dept. 20409) and AB109 (Dept. 20418) will be utilized to pay Plumas Rural Services for the Cognitive Behavior Therapy sessions. The classes will be held on a weekly basis.

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

270 County Hospital Road, #109 Quincy, CA 95971

PH (530) 283-6307 FAX (530) 283-6045

W. Robert Brunson, LMFT, Director



**Date:** August 4, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for August 15, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE THE MOU SIERRA CASCADE AND PLUMAS COUNTY MENTAL HEALTH.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve the MOU between Plumas County Mental Health and Sierra Cascade Family Opportunities.

**BACKGROUND AND DISCUSSION:** Provide Head Start classroom observations. The first observation will be conducted as IN Kind and additional observations will be completed for \$60.00 per hour payable by Sierra Cascade Family Opportunities to Plumas County Mental Health.

**FINANCIAL IMPACT:** There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES  
270 County Hospital Road, #109 Quincy, CA 95971  
PH (530) 283-6307 FAX (530) 283-6045  
W. Robert Brunson, LMFT, Director



**Date:** August 4, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for August 15, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN BEHAVIORAL HEALTH AND HILLTOP RECOVERY.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2017-2018 contract for Hilltop Recovery for up to \$50,000.00 which has been approved to form by County Counsel.

**BACKGROUND AND DISCUSSION:** Provide recovery services for ambulatory and mental competent clients recovering from substance abuse.

**FINANCIAL IMPACT:** There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES  
270 County Hospital Road, #109 Quincy, CA 95971  
PH (530) 283-6307 FAX (530) 283-6045  
W. Robert Brunson, LMFT, Director



**Date:** August 4, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for August 15, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN BEHAVIORAL HEALTH AND COMMUNITY RESOURCE RECOVERY.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2017-2018 contract for Community Resource Recovery for up to \$50,000.00 which has been approved to form by County Counsel.

**BACKGROUND AND DISCUSSION:** Provide residential treatment services for adult men and women.

**FINANCIAL IMPACT:** There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**  
270 County Hospital Road, #109 Quincy, CA 95971  
PH (530) 283-6307 FAX (530) 283-6045  
W. Robert Brunson, LMFT, Director



**Date:** August 4, 2017

**To:** The Honorable Board of Supervisors

**From:** W. Robert Brunson, Director

**SUBJECT:** Agenda Item for August 15, 2017, Board Meeting

**RE: APPROVE AND AUTHORIZE NEW CONTRACT BETWEEN BEHAVIORAL HEALTH AND COMMUNITY RESOURCE RECOVERY.**

---

**IT IS RESPECTFULLY RECOMMENDED THE BOARD OF SUPERVISORS:** Approve and execute the FY 2017-2018 contract for Community Resource Recovery for up to \$50,000.00 which has been approved to form by County Counsel.

**BACKGROUND AND DISCUSSION:** Provide residential treatment services for adult men and women.

**FINANCIAL IMPACT:** There are no General Fund Dollars involved in the matter. Any costs associated with this contract are covered by a combination of Federal and State mental health funds.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

1E1

Andrew Woodruff, MPH, Acting Director

Mark Satterfield, M.D., Health Officer

<input type="checkbox"/> Administration & Health Education Suite 206 Quincy, CA 95971 (530) 283-6337 (530) 283-6425 Fax	<input type="checkbox"/> Clinic & Nursing Services Suite 111 Quincy, CA 95971 (530) 283-6330 (530) 283-6110 Fax	<input type="checkbox"/> Senior Nutrition & Transportation Suite 206 Quincy, CA 95971 (530) 283-3546 (530) 283-6425 Fax	<input type="checkbox"/> Veteran's Services Office Suite 206 Quincy, CA 95971 (530) 283-6275 (530) 283-6425 Fax
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Date: August 2, 2017

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Agenda Item for August 15, 2017

**Recommendation:** Approve a multi year Professional Services Agreement Number PHEP1720SHASTA between Plumas County Public Health Agency and the County of Shasta to assist Plumas County in meeting their epidemiological requirements for the United States Department of Health and Human Services, Centers for Disease Control and Prevention (CDC) Emergency Preparedness grant and direct the Chair to sign.

**Background Information:** As the Board is aware Plumas County Public Health Agency has had the responsibility of the Centers for Disease Control and Prevention (CDC) Emergency Preparedness grant for the past two years.

The Emergency Preparedness Grant requires Plumas County to have epidemiological capacity. Plumas County Public Health Agency's budget could not absorb the cost of a full time epidemiologist. For the past several years Shasta County has shared its epidemiologist with the counties in Regional III. Shasta County has agreed to provide epidemiological services focusing on communicable disease and Bioterrorism to Plumas County for the next three years. The term of this agreement will be July 1, 2017 through June 30, 2020 at a total cost of \$10,847.36. This is a fair price and it is within Plumas County Public Health Agency's Emergency Preparedness grant budget limits.

A copy of the Agreement was reviewed and signed by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

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



# Plumas County Public Health Agency

1/2

270 County Hospital Road, Quincy, California 95971

Andrew Woodruff, MPH, Acting Director

Mark Satterfield, M.D., Health Officer

Administration & Health Education  
Suite 206  
Quincy, CA 95971  
(530) 283-6337  
(530) 283-6425 Fax

Clinic & Nursing Services  
Suite 111  
Quincy, CA 95971  
(530) 283-6330  
(530) 283-6110 Fax

Senior Nutrition & Transportation  
Suite 206  
Quincy, CA 95971  
(530) 283-3546  
(530) 283-6425 Fax

Veteran's Services Office  
Suite 206  
Quincy, CA 95971  
(530) 283-6275  
(530) 283-6425 Fax

Date: August 2, 2017

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Item for August 15, 2017

**Recommendation:** Approve Cooperative Agreement # FRC1718PCPHA between Feather River College and Public Health to provide various health care services to students attending Feather River College, and direct the Chair to sign.

**Background Information:** As the Board is aware Plumas County Public Health Agency has provided health services to students at Feather River College for many years. These services include; counseling and health education, assessment and/or referral.

Through this Cooperative Agreement Feather River College will cover the cost of providing these health services to students attending Feather River College. No additional staff is needed to provide these services. The Cooperative Agreement is effective July 1, 2017 through June 30, 2018 and is in the amount of \$25,000.00.

This agreement was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

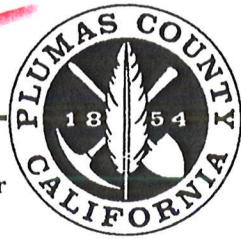
Please contact me should you have any questions or need additional information.

Thank you.

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

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

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



## CONSENT AGENDA REQUEST

for the August 15, 2017 Meeting of the Plumas County Board of Supervisors

Date: August 7, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink that reads "Robert A. Perreault".

Subject: Authorize execution of Amendment No. 1 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for additional funding in the amount of \$20,825.98 associated with additional field inspections and management associated with asphalt concrete repair and post construction services for the Bailey Creek Bridge project.

### Background:

The Plumas County Public Works Department has recently completed construction of the Bailey Creek Bridge. The original bridge was a structurally deficient two-lane bridge over Bailey Creek on County Road (CR) 322A, which serves access to US Forest Service and private lands.

This amendment requests an additional \$20,825.98 to cover construction management costs associated with asphalt concrete repair and post construction services. These additional funds are 100% reimbursable by the Highway Bridge Program (HBP).

All other provision of the Professional Services Agreement will remain unchanged.

### Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors and the Director of Public Works to execute Amendment No. 1 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. in the amount of \$20,825.98 associated with asphalt concrete repair and post construction services for the Bailey Creek Bridge project.

**AMENDMENT NO. 1  
to the  
PROFESSIONAL SERVICES AGREEMENT  
For  
Construction Engineering Services**

For Plumas County  
Local Assistance Federal-aid Project:  
Bailey Creek  
Bridge Replacement  
Federal Aid No.: BRLO-5909(081)

This Amendment No. 1 to the July 23, 2015 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and QUINCY ENGINEERING, INC., a California Corporation ("Consultant"), is hereby amended on \_\_\_\_\_, 2017 as set forth below.

**WITNESSETH:**

**WHEREAS**, the County and Consultant entered into a Professional Services Agreement for the above captioned project on July 23, 2015; and

**WHEREAS**, the County requires additional budget funding for Consultant to finalize construction management costs; and

**WHEREAS**, the original agreement allows for amendments;

**NOW, THEREFORE**, the parties hereby agree that the original Professional Services

EXHIBIT B, Fee Schedule, shall be amended to include the following cost summary:

## **Construction Management Tasks**

<b>Change No.</b>	<b>Description of Work</b>	<b>Deliverable(s)</b>	<b>Estimated Effort (Including ODC's)</b>	<b>Status of Work</b>
1	Field Inspection and Management (AC Repair)	<ul style="list-style-type: none"><li>• Daily Diaries and Inspection Reports</li></ul>	\$15,688.89	Completed
2	Post Construction Services	<ul style="list-style-type: none"><li>• Close Out and Delivery of Project Records</li></ul>	\$5,137.09	To be completed
<b>Total Additional Work Effort</b>			<b>\$20,825.98</b>	

The Consultant's compensation of Three Hundred Forty Thousand, Five Hundred Ninety-Two Dollars and Sixty-Six Cents (\$340,592.66), as set forth in July 23, 2015 Professional Services Agreement shall be increased by Twenty Thousand, Eight Hundred Twenty-Five Dollars and Ninety-Eight Cents (\$20,825.98) for a new total of Three Hundred Sixty-One Thousand, Four Hundred Eighteen Dollars and Sixty-Four Cents (\$361,418.64)

Certified payroll shall be submitted for any staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the CalTRANS Labor Compliance Manual.

Except where superseded by this Amendment No. 1, All other contract provisions set forth in the July 23, 2015, Professional Services Agreement, shall remain unchanged.

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

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

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

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

APPROVED AS TO FORM:

MM  
County Counsel

Date: 7-10-17

AGREED TO BY:

Chair, Plumas County Board of Supervisors

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

**CONSULTANT**  
**QUINCY ENGINEERING, INC.**

John S, Quincy, President

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

Steve Mellon, President/Corporate Secretary

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

68-0269312

Quincy Engineering - Taxpayer ID Number

3

**BECKWOURTH COMMUNITY SERVICE AREA**  
**C/O PLUMAS COUNTY ENGINEERING DEPARTMENT**  
**555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6323**  
*Robert A. Perreault, Jr., P.E.*      *County Engineer and Manager, WRCSD*

## **AGENDA REQUEST**

for the August 15, 2017 meeting of the Board of Supervisors

August 7, 2017

To: Honorable Governing Board, Beckwourth Community Service Area

From: Robert Perreault, Manager, BCSA *Robert Perreault*

Subject: Status Report on rate-related and grant-application activities being conducted on behalf of the Beckwourth Community Service Area (BCSA); discussion and possible action.

### **BACKGROUND**

During the May 16, 2017 meeting of the Beckwourth CSA, Engineering Department staff presented the status of grant funding for replacement of pump station, median household income and rate study by RCAC, Engineer's Report, and the Proposition 218 process to increase sewer rates.

The Rate Study by RCAC is 99% complete and only needs the Median Household Income Study results to complete the development of the sewer rate increase recommendations.

The Median Household Income (MHI) Study remains in progress, having already mailed surveys to each residence during the month of June 2017. Due to a poor return rate of 28%, RCAC staff then conducted a door to door field survey on July 8, 2017 and July 9, 2017, with a goal of obtaining the required number of responses. After the door to door survey, 19 additional income survey responses are still required to achieve the 90% return rate required for the MHI Study to be validated and assuring an increased chance of receiving a favorable decision in regard to grant funding for the pump station replacement project, including preparation of an infiltration/exfiltration study.

Department staff continues to work with RCAC staff on outreach to residents to obtain the required surveys to validate the median household income survey. The completion of the MHI survey is critical in order to complete the rate study, Engineer's Report, Proposition 218 process, and the grant application process to replace the lift station.

### **RECOMMENDATION:**

This "status report" on rate-related and grant-application activities requires no additional vote by the Governing Board.



# DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

4A

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

ELLIOTT SMART  
DIRECTOR

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

DATE: AUGUST 4, 2017  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: ELLIOTT SMART, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR AUGUST 15, 2017  
RE: SOCIAL SERVICES TRENDS REPORT

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

**It is Recommended that the Board of Supervisors**

Receive and file the Social Services Trends report.

**Background and Discussion**

Social Services Trends is a quarterly report to the Plumas County Board of Supervisors and the citizens of Plumas County. The report provides information regarding public assistance caseloads and workload trends for services that are offered by the Department of Social Services. The report being delivered to the Board today includes case count and work load data through June 30, 2017.

Copies: PCDSS Management Staff  
Members of the Human Services Cabinet

Enclosure

## SOCIAL SERVICES TRENDS

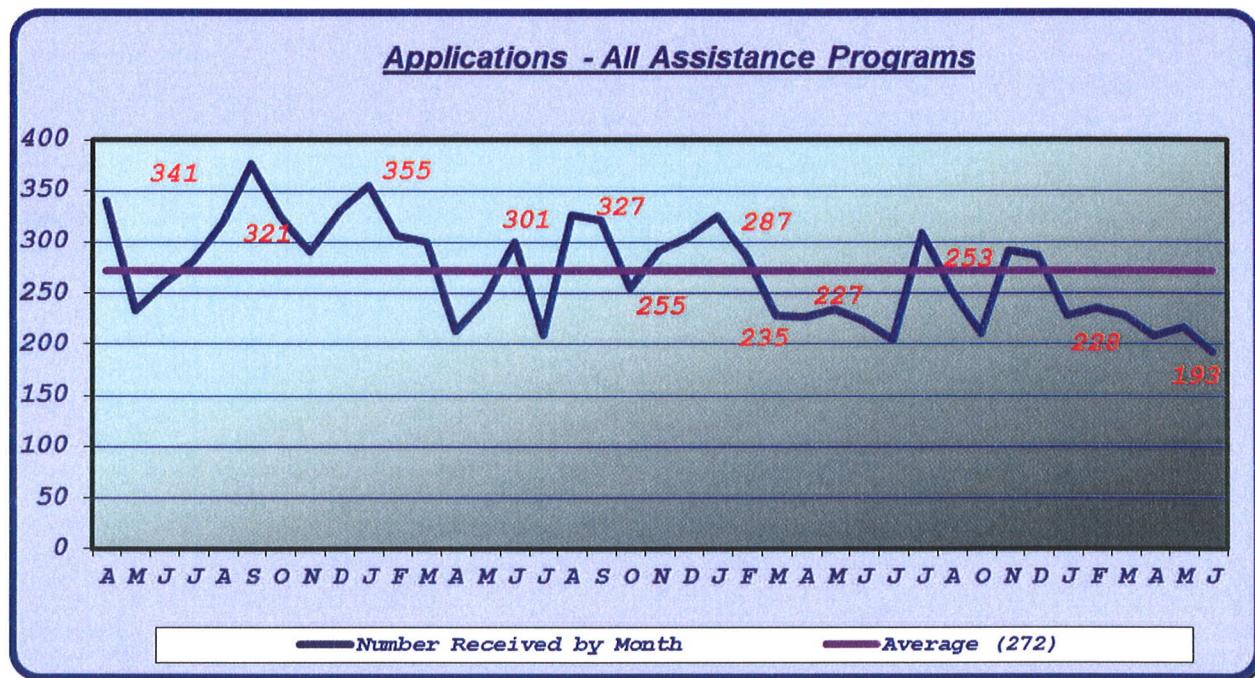
Quarter Ending: June 30, 2017

**Social Services Trends** is a quarterly report to the Plumas County Board of Supervisors and members of the public. This report provides case counts, application data, referrals for services and other workload information in the Department of Social Services. This edition of Trends includes case counts and workload data for the three-month quarter that ended June 30, 2017. The Department welcomes questions regarding the information contained in this report or about our programs and services. Additional information regarding our programs is available by calling 530-283-6350 or by accessing the Plumas County web site at [www.countyofplumas.com](http://www.countyofplumas.com).

### **I. WELFARE TO WORK & PUBLIC ASSISTANCE DIVISION**

#### **A. APPLICATIONS RECEIVED**

The Department notes a continuing decrease in applications for all public assistance programs. The average number of applications has dropped to 272 per month. Average application counts have not been that low since 2012. This continues to be an indicator that improvements are occurring in our local economy. Applications for medical assistance (under the statewide Medi-Cal program) had previously represented about half of all applications received. That percentage has dropped to about 42%. We discuss this further in the Medi-Cal section of this report.



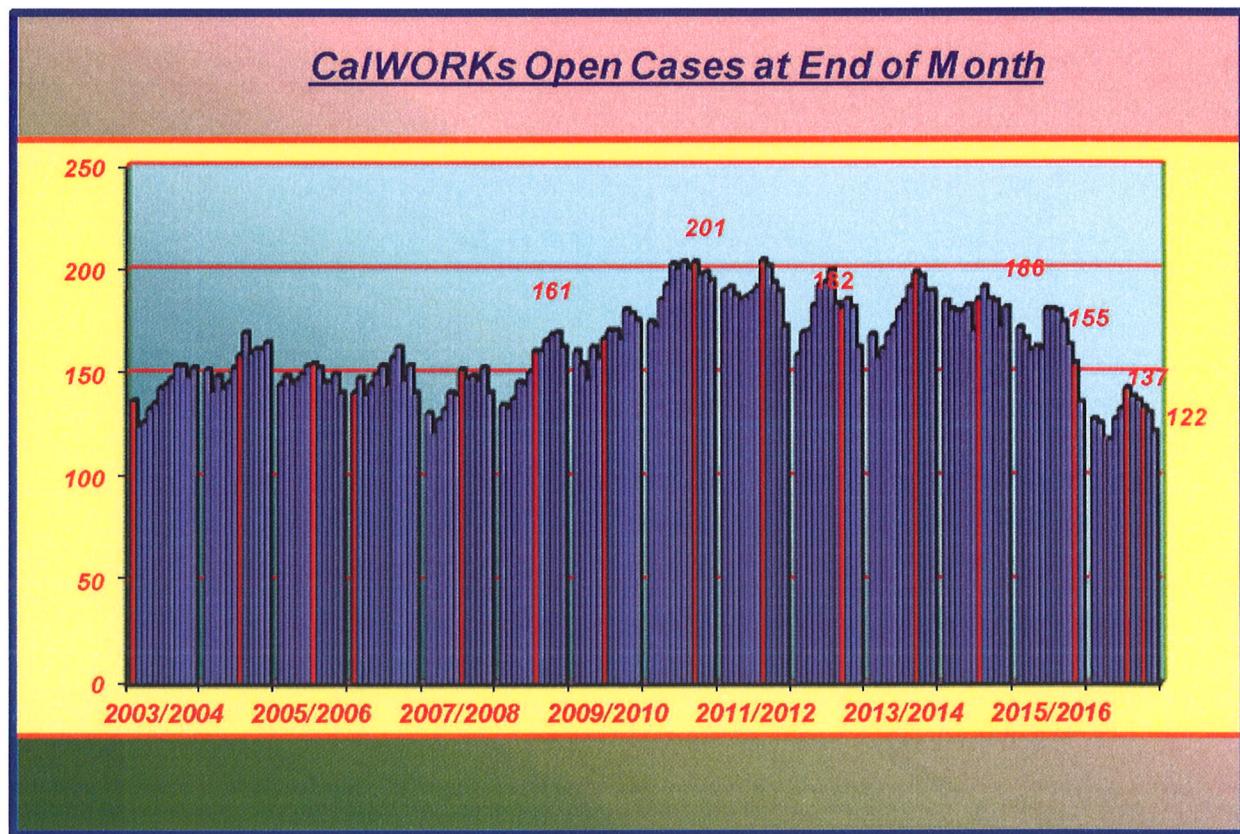
## B. CONTINUING CASES

### (1). Cash Assistance (AFDC/CalWORKs)

Since the high count of 202 cases recorded in February of 2012, the case count has declined over time, a sign of continuing improvement in the local economy. There were 122 CalWORKs cases in the system at the end of June. That represents the lowest count of cash assistance cases since around 2007. While it will take another six months or more to understand whether this represents stability in the count, it is another sure indicator of improvements in the economy and growth in the job market.

#### Average Monthly Caseload

2014/2015	182
2015/2016	166
2016/2017	130



## **(2). CalFresh (Supplemental Nutrition Assistance Program) Assistance**

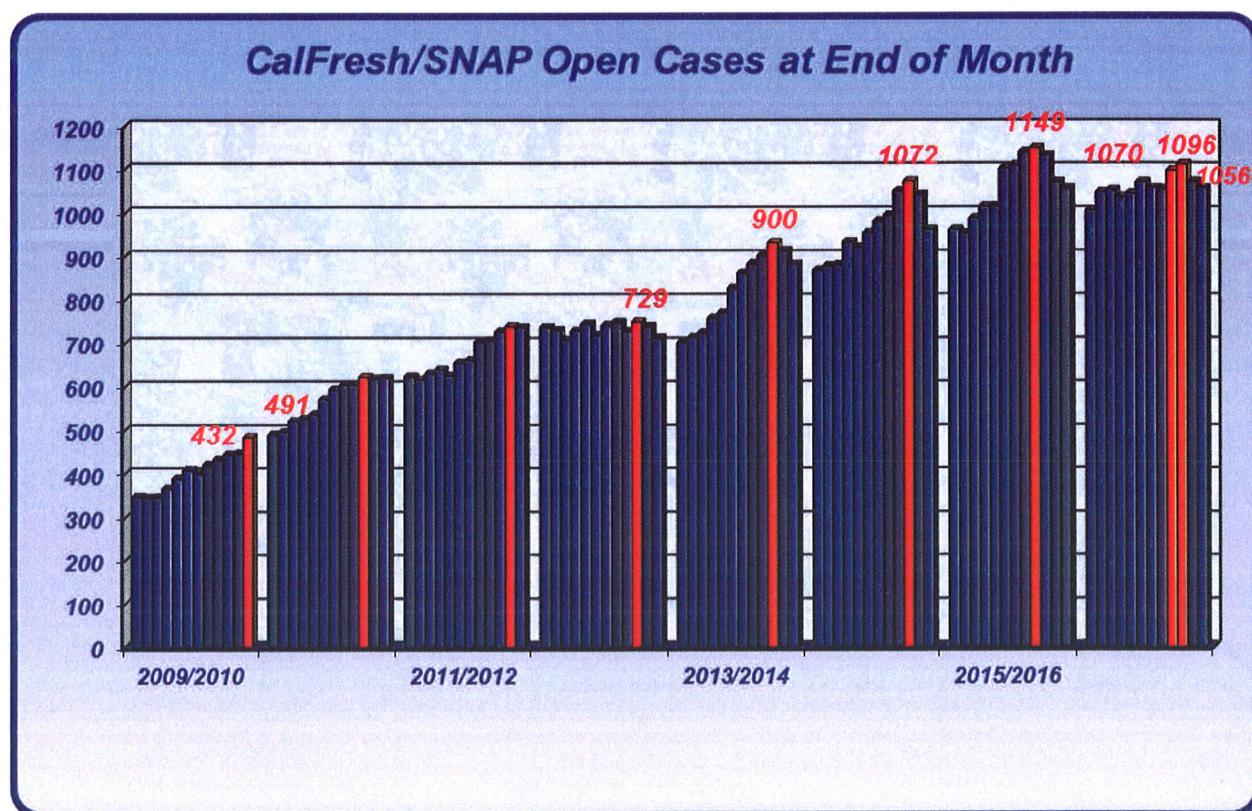
### **A. Case Count**

The trend for the CalFresh program is encouraging. As is displayed below, the pattern had been growth from late 2009 until case counts peaked at 1149 at the end of 2015. Since then, the trend appears to have flattened. While fewer people are relying on assistance, we have also noted that many working people qualify for CalFresh, in particular those whose income is at or below 200% of poverty. For those working people, CalFresh supplements their purchasing power. So despite improvements in the economy, case counts will remain high.

The Department also continues to see more customers who are over 55 and more individuals with disabling conditions where in the past, it was less likely to see people in those cohorts applying.

#### **Average Monthly Caseload**

<b>2014/2015</b>	<b>961</b>
<b>2015/2016</b>	<b>1057</b>
<b>2016/2017</b>	<b>1058</b>



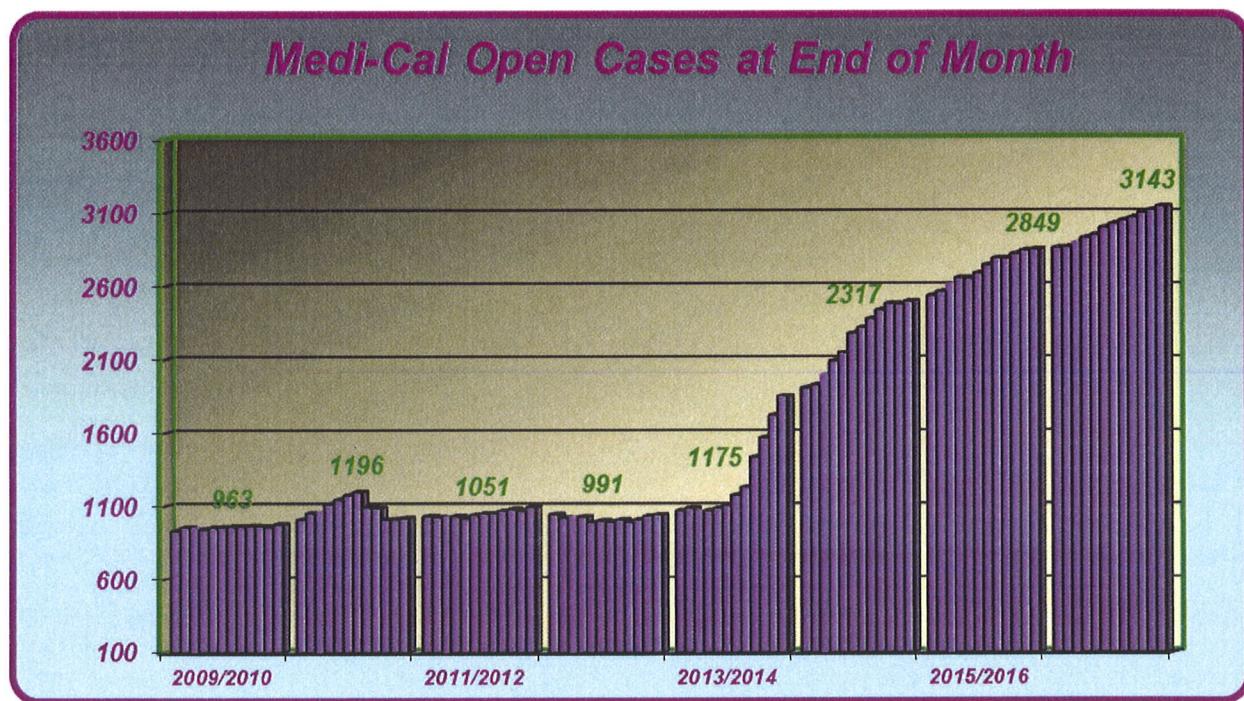
### **(3). Medi-Cal**

The Department's expectations have been that this program would continue to grow even while applications have declined. Increased focus on health care at the Federal level and the potential that the Medicaid expansion might be reversed has contributed to the growth trend. The Department's role in this program is administrative. We certify eligibility for the program. The Department does not pay for services that eligible recipients receive from a health care provider. These payments are made by the state.

As has been noted in previous reports, those who are eligible for the expanded Medi-Cal program have earned income that is 138% of the federal poverty level or less. For a single individual that roughly translates into about \$1,354 per month. For a family of three, annual income at 138% of poverty is \$27,730 or less.

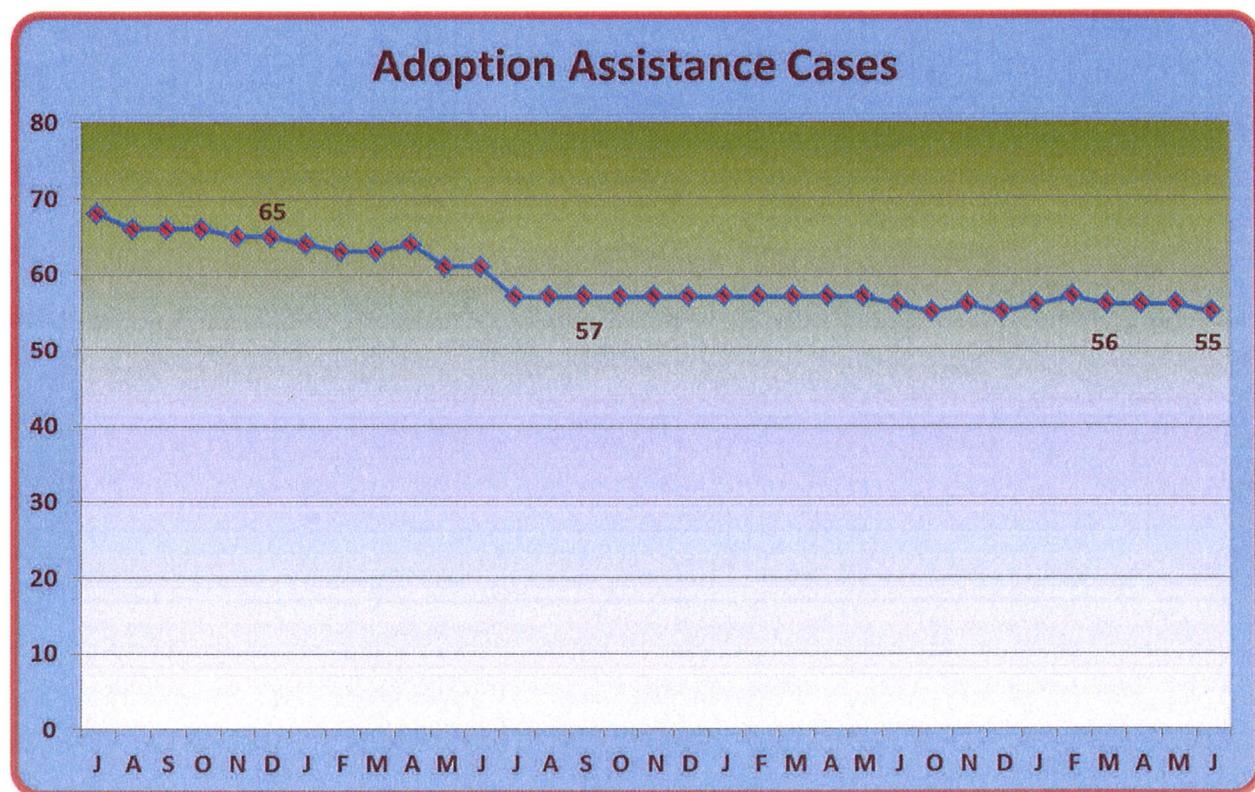
#### **Average Monthly Caseload**

<b>2014/2015</b>	<b>2245</b>
<b>2015/2016</b>	<b>2711</b>
<b>2016/2017</b>	<b>2998</b>



#### **(4). Aid to Adoptions**

In 2012 the Department of Social Services began operating the Adoptions program. The services provided and benefits issued are mandated by Welfare and Institutions Code under Chapter 2.1 beginning at Section 16115. Services provided include home studies, training for adoptive parents and case management of adoptive placements. Adoptive families also qualify for cash assistance under the Aid to Adoptions program. The caseload for the Adoptions Program has dropped from a high count of 70 in January of 2013 to 55 children currently receiving assistance. Most of this decline is the result of children who have aged out of the system. On rare occasions adoptive placements fail and the children must be placed in foster care.

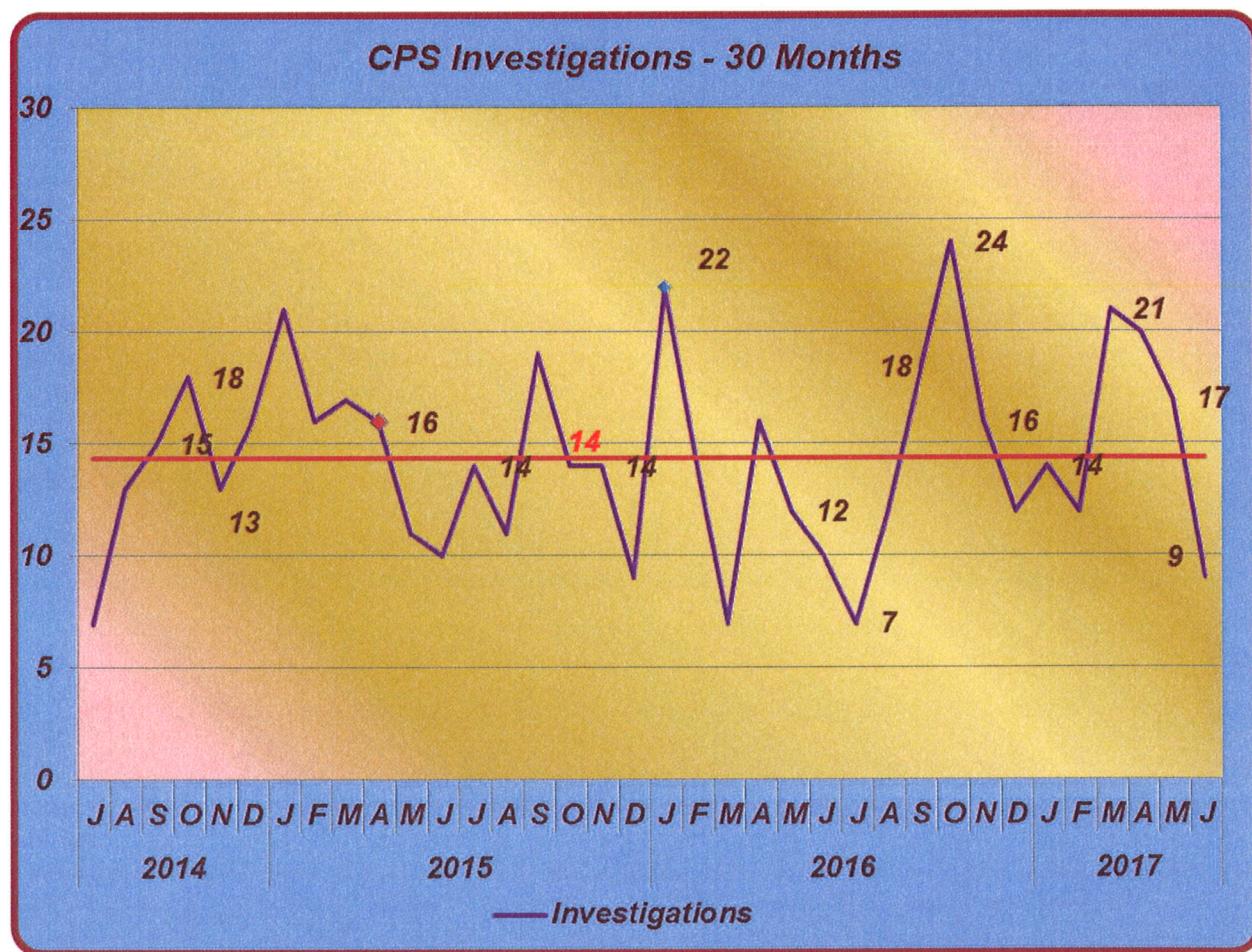


## **II. SOCIAL SERVICES DIVISION**

### **A. Child Welfare Services**

The Emergency Response component of Child Protective Services averages about 14 child abuse investigations per month. The Department generally expects that requests for CPS investigations will drop during the summer months because school is not in session. Schools tend to be good referents for suspected abused children when they are in session, however once school is out, the Department sees fewer referrals.

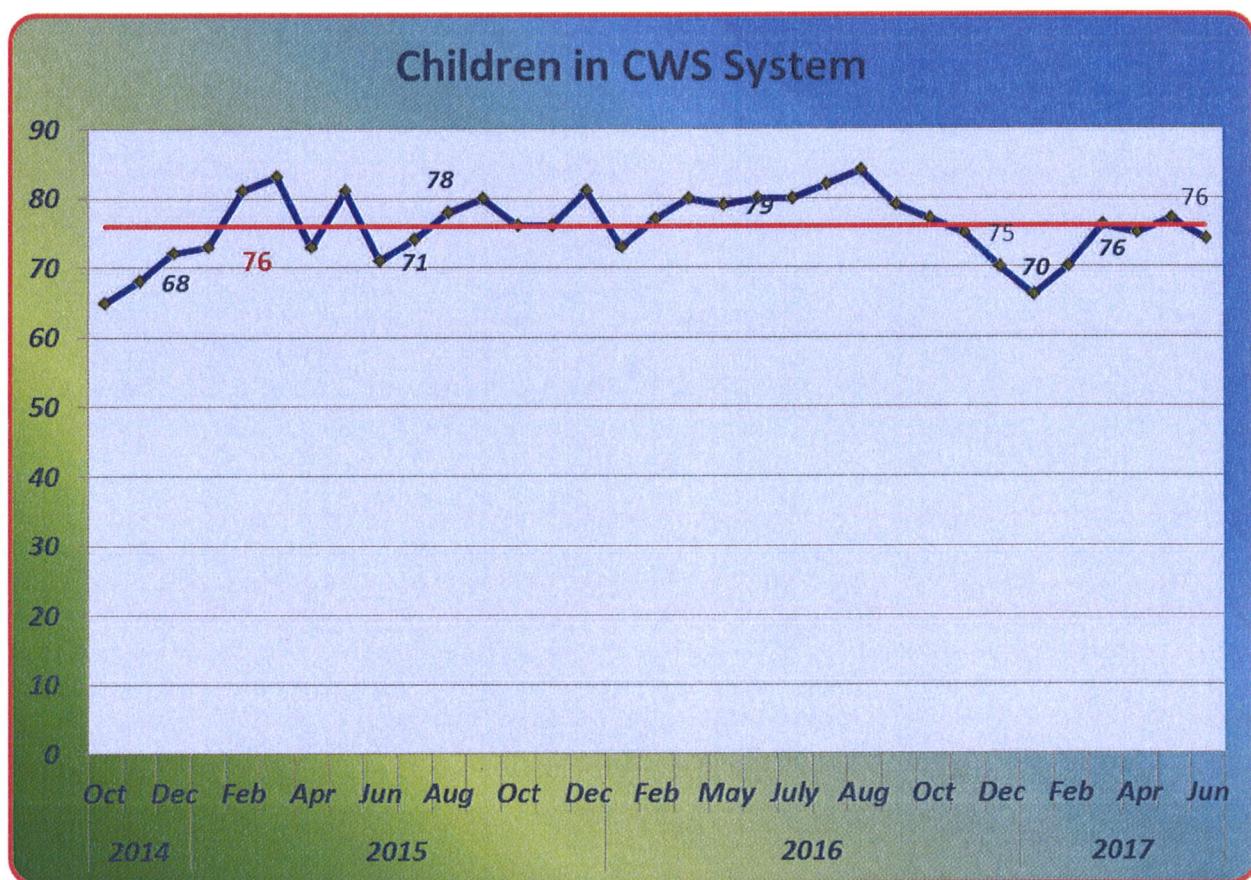
As the Department has noted previously, we have continued to experience significant numbers of cases where the precipitating factors leading to abuse and neglect are associated with substance abuse, in particular methamphetamine but also alcohol and other drugs. Substance abuse and the resultant failure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



## B. Children in the Child Welfare Services System

As has been reported previously, under changes in the law associated with Assembly Bill 12 of 2012, some children will stay in the Child Welfare System longer so that they can complete their education or secure independent housing. Currently the Department has 4 children who are completing an educational plan or living independently. This circumstance has generated an increase in the case count which is not directly associated with new detentions of children. We would prefer to see the count drop below 70 per month. The Department is getting close.

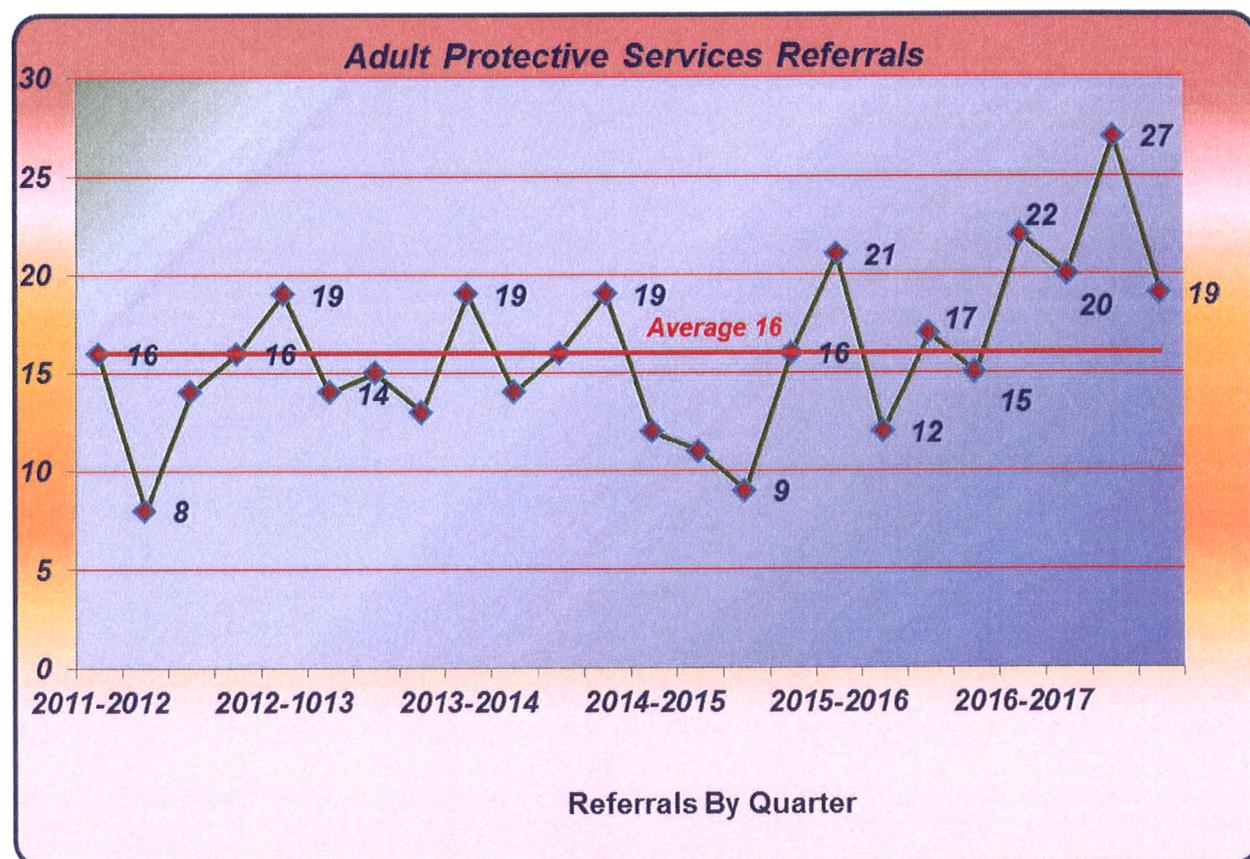
The Department has continued its trend toward placing foster children with relatives and with non-related extended family members. This has placed us in a position where we are less reliant on foster family agencies and foster homes for placement resources. While we expect that trend to continue, there remains a need for foster homes for children who come into our system. This is particularly evident when the Department detains children with special needs as there are fewer foster homes or group homes that provide the specialized care needed by these children.



### **C. Adult Protective Services**

Generally the Department receives about 16 referrals per quarter for situations involving abuse or neglect of elderly and disabled people. During the three month period that concluded in June 2017, the Department received 19 requests for investigation. For four consecutive quarters, referrals have been above the average. There is really no pattern to how referrals come to the Department for example, in the early part of 2015, there was four quarters of average and below average referrals.

Referrals from financial institutions regarding suspicious circumstances connected with an elderly or disabled person's bank account have continued to account for many of the requests for investigation we receive. The Department also receives referrals that are for self-neglect. In some of these situations it is not always possible to intercede because the referent still has a right to self-determination.

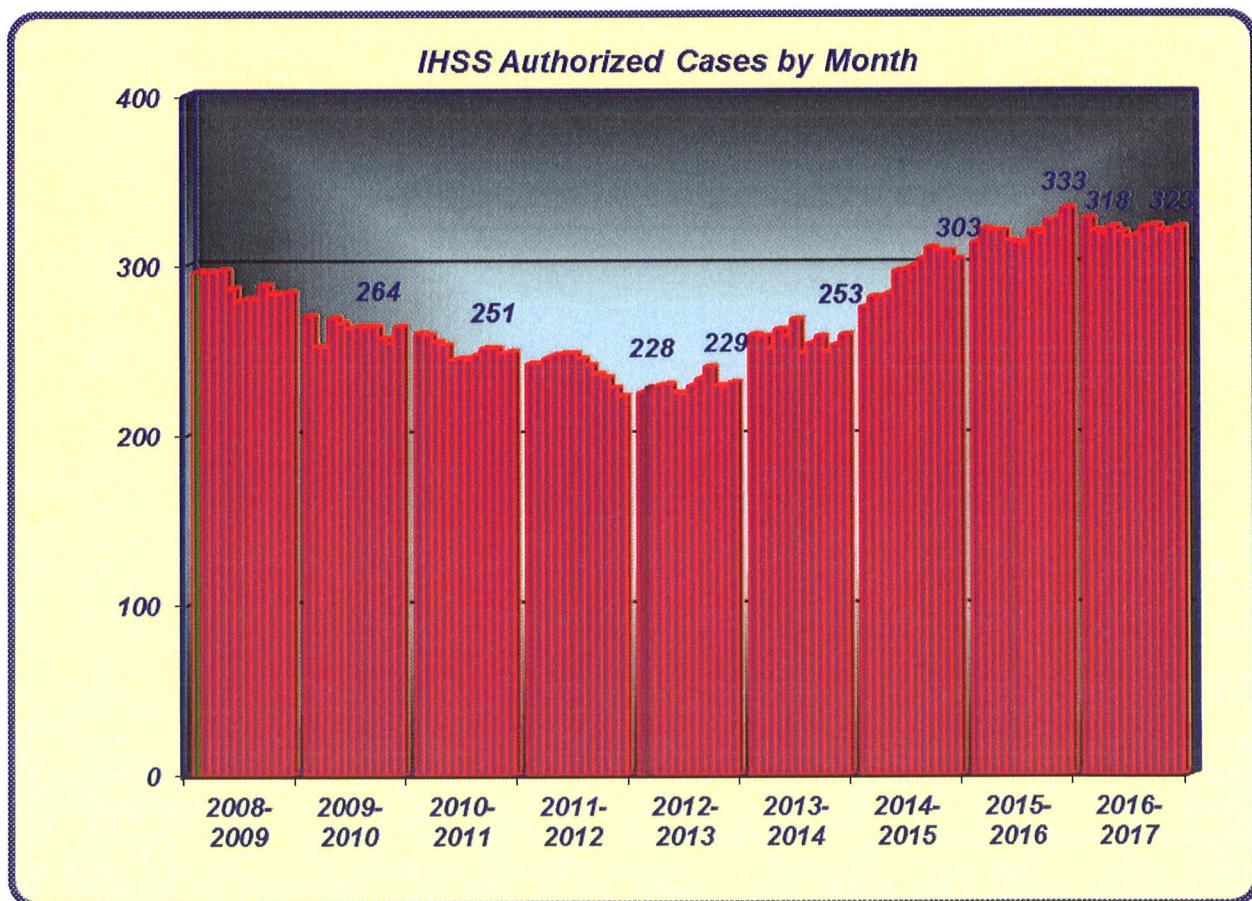


#### **D. In-Home Supportive Services (IHSS)**

In-Home Supportive Services case counts grew some during 2014-2015, but for the past 24 months have held fairly steady at or around the average of 320 per month.

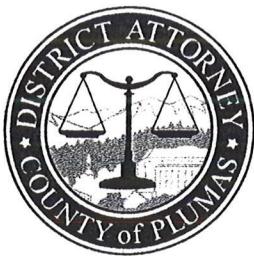
#### **Average Monthly Case Count**

2014/2015	295
2015/2016	320
2016/2017	320



### **III. PUBLIC GUARDIAN**

The Public Guardian is currently servicing 6 L.P.S. Conservatorship cases, 2 Probate Conservatorship cases and serves as the Representative Payee for 17 recipients.



4B

## OFFICE OF THE DISTRICT ATTORNEY

**David Hollister, District Attorney**

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

**Date:** August 15, 2017  
**To:** The Honorable Board of Supervisors *DAH*  
**From:** David Hollister, District Attorney  
**Subject:** Plumas County Prop 47 Grant Resolution

### **Recommendation:**

- A. Please approve the attached Board Resolution authorizing the District Attorney to execute and administer a Grant Award Agreement for FY 2017-18 entitled The Plumas County Prop 47 Project.

### **Background and Discussion**

Proposition 47, which reduced to misdemeanors penalties for some low-level crimes, required the Board of State and Community Corrections (BSCC) to administer grant programs for mental health and substance abuse treatment using a portion of the annual state savings.

On February 21, 2017, the District Attorney, with support from the members of the Prop 47 Local Advisory Committee, submitted an application for a grant from the Board of State and Community Corrections Prop 47 Grant Program. The Alternative Sentencing Program has received a Notification of Award from Prop 47 Grant Program. The award amount is \$1,000,000 to be spread over the next three years. These funds will be used to provide a Pretrial Release Program combined with mental health, substance use disorder treatment, housing and community-based supportive services including job skills training and intensive case management for participants in the Plumas County criminal justice system.

A copy of the Application is on file with the Clerk of the Board.

WHEREAS the Plumas County District Attorney's Office desires to participate in the Proposition 47 Grant administered by the Board of State and Community Corrections (hereafter referred to as BSCC).

NOW, THEREFORE, BE IT RESOLVED that the Plumas County District Attorney be authorized on behalf of the Plumas County Board of Supervisors to submit the grant proposal for this funding and to accept the award for the attached application from BSCC and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the Plumas County District Attorney's Office agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

IT IS ALSO RESOLVED that grant funds received hereunder shall be deposited with the Plumas County Treasurer and budgeted in accordance with California law and Plumas County policy.

Passed, approved, and adopted by the Plumas County Board of Supervisors in a meeting thereof held on August 15, 2017 by the following:

**Vote: Ayes:**

**Noes:**

**Absent:**

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

LORI SIMPSON, Chair

Plumas County Board of Supervisors

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

NANCY DAFORNO, Clerk of the Board

Plumas County Board of Supervisors

- d) Play >> Play >> Lighting Districts
- e) Play >> Road Reserves

**Public Works Road Reserves**

Following discussion, **Motion:** set a \$1m minimum on Road Reserves, **Action:** Approve, **Moved by** Supervisor Goss, **Seconded by** Supervisor Simpson.  
Motion passed unanimously.

**Convened as the Beckwourth County Service Area Governing Board**

- f) Play >> Beckwourth CSA – Robert Perreault

Discussion and possible action regarding the proposed FY 2016-2017 budget of the Beckwourth County Service Area, and the Draft Engineers Report

This matter is informational only, there is no action taken by the Board.

**Adjourned as the Beckwourth County Service Area Governing Board and reconvened as the Board of Supervisors**

**6. CLOSED SESSION**

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

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d) (2) of Government Code Section 54956.9
- B. Conference with 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)**

There was no reportable action taken in closed session

**ADJOURNMENT**

Adjourned meeting to Thursday, September 8, 2016, Board of Supervisors Room 308, Courthouse, Quincy, California.