

BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF FEBRUARY 06, 2018 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) AUDITOR/CONTROLLER

- 1) Approve Budget increase of \$290.48 in Fund 0001 / Department 20031 Contributions / Account #583500 Contribution Transfer Air Pollution Control per the 2017/18 as approved by the Northern Sierra Air Quality Management District Board on March 27, 2017
- 2) Adopt **RESOLUTION** Revising Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for FY 2016-2017
- 3) Adopt **RESOLUTION** Revising Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for FY 2017-2018

B) PUBLIC WORKS

Approve and authorize the Chair to sign Amendment No. 3 to Professional Services Agreement between County of Plumas and Dokken Engineering, Inc., not to exceed \$8,992, for emergency storm damage assessment and recommendations for various roadways, bridges and culverts; approved as to form by County Counsel

C) SHERIFF

- 1) Approve and authorize the Chair to sign contract between County of Plumas and Kassbohrer All Terrain Vehicles, Inc., not to exceed \$20,000, to provide service to the Sheriff's snowcat; approved as to form by County Counsel
- 2) Approve and authorize the Chair to sign contract between County of Plumas and Dale Harris, DDS, not to exceed \$40,000, to provide dental services to Jail inmates; approved as to form by County Counsel
- 3) Adopt **RESOLUTION** authorizing the Sheriff to Apply for Grant Funds for the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds
- 4) Authorize the Sheriff to recruit and fill vacant, funded and allocated 1.0 FTE Correctional Sergeant's position, created by resignation

D) BOY SCOUTS OF AMERICA

Request to waive fees for use of the Taylorsville Campground on May 4 – 6, 2018 for annual Camp-o-Rec event

E) MUSEUM

Authorize extension of the current closure of the Plumas County Museum through the month of February 2018 for staff to catalog, file and store archives and artifacts

F) SOCIAL SERVICES

- 1) Ratify and authorize the Director of Social Services to sign agreement between County of Plumas and Bennett Enterprises for repair of vehicle; and authorize the Department of Social Services to extend the agreement for an additional period not to exceed twelve months; approved as to form by County Counsel
- 2) Ratify and authorize the Director of Social Services to sign agreement between County of Plumas and Plumas Rural Services, Inc. for Family Preservations services provided in the home for children and their families Child Welfare System; and authorize the Department of Social Services to extend the agreement for an additional period not to exceed two twelve month extensions; approved as to form by County Counsel
- 3) Ratify and authorize the Director of Social Services to sign agreement between County of Plumas and Plumas Rural Services, Inc. Nurturing Parent Program; and authorize the Department of Social Services to extend the agreement for an additional period not to exceed twelve months; approved as to form by County Counsel

G) FACILITY SERVICES

Authorize the Department of Facility Services to recruit and fill vacant, funded and allocated 1.0 FTE Building & Grounds Maintenance Worker II created by promotion within the department

H) CLERK-RECORDER

Authorize the County Clerk-Recorder to recruit and fill funded and allocate 1.0 FTE Assistant Clerk-Recorder position, effective June 30, 2018, created by retirement

2. **BIG FISH CREATIONS** – Michael and Patty Clawson
Discussion and possible action to consider funding for an “ad” in the 2018 Plumas County Visitors Guide to promote economic development

3. **DEPARTMENTAL MATTERS**

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

- 1) Approve transfer of \$400,000 from 0096J Capital Improvements to 0001 General Fund to be used for General Fund match for jail construction as required by SB 844 jail grant funding
- 2) Approve Supplemental Budget for Fund 0001 General Fund, Department 20020 General Services and appropriation of \$400,000 in account #54844 PCJP-SB844 General Fund match to be used for General Fund match for the Plumas County Jail Project as required by SB-844; discussion and possible action

B) **SHERIFF** – Greg Hagwood

- 1) Adopt **RESOLUTION** Confirming and Identifying Source of County Cash Contribution Funds Relating to SB 844 Adult Local Criminal Justice Facilities Construction Financing Program. **Roll call vote**
- 2) Approve and authorize the Chair to sign service agreement between County of Plumas and Sierra Electronics, not to exceed \$350,000, for communication systems maintenance related work; approved as to form by County Counsel; discussion and possible action

C) **HUMAN RESOURCES** – Nancy Selvage

- 1) Adopt **RESOLUTION** to Amend Fiscal Year 2017-2018 Job Classifications Affected by California Minimum Wage Rate Schedule 2017-2023. **Roll call vote**
- 2) Adopt **RESOLUTION** to Amend Fiscal Year 2017-2018 Job Classification Plan for Chief Deputy Guardian/Conservator, Department 20430; Code Enforcement Officer, Department 20450; and authorize Human Resources to recruit and fill the positions. **Roll call vote**

4. **LEAGUE OF WOMEN VOTERS**

Presentation of League of Women Voters Annual Essay Contest

5. **BOARD OF SUPERVISORS**

- A. Presentation of ***Certificate of Appreciation*** for Mark Rother to acknowledge his 27 years of dedicated service to the citizens of Plumas County and wishing him a well deserved retirement
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- D. Appointments

EASTERN PLUMAS RECREATION & PARK DISTRICT

Appoint Elizabeth Cruz to the Eastern Plumas Recreation & Park District Board of Directors to form a quorum necessary to conduct business

6. 1:00 P.M. – **BOARD OF SUPERVISORS**

Workshop of the Board of Supervisors regarding cannabis moratorium; discussion and possible direction

7. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Claim against the County filed by Leigh Firestone on December 23, 2017
- B. Conference with Legal Counsel: Claim against the County filed by Michael Lucia on December 23, 2017
- C. Conference with Legal Counsel: Claim against the County filed by Gail Swartz on November 7, 2017
- D. Personnel: Public employee appointment or employment
 - Behavioral Health Director
 - Behavioral Health Deputy Director
 - Public Health Director
- E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No TIBP-550252; Case No. TIBR-550602; and Case No. TIBR-600346)
- F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- G. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

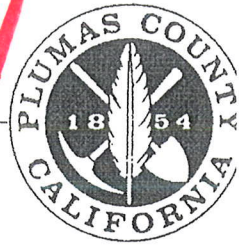
REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, February 13, 2018, Board of Supervisors Room 308, Courthouse, Quincy, California.

PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: January 16, 2018

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

A handwritten signature in black ink, appearing to be "RMA", written over the printed name of Roberta M. Allen.

Subject: Approve Budget increase of \$290.48 in Fund 0001 / Department 20031 Contributions , Account #583500 Contribution Transfer Air Pollution Control per the 2017/18 Contribution Request as approved by the Northern Sierra Air Quality Management District Board on March 27, 2017.

Recommendation:

Approve Budget increase of \$290.48 in Fund 0001 / Department 20031 Contributions , Account #583500 Contribution Transfer Air Pollution Control per the 2017/18 Contribution Request as approved by the Northern Sierra Air Quality Management District Board on March 27, 2017.

Background:

In 1986, through an Agreement with Sierra and Nevada Counties, Plumas County agreed to provide funding for a tri-county air quality management district, hereafter referred to as the District. California law requires all counties to participate in an air pollution control program. The mission statement for the District is to protect the public health with respect to air quality. Our customers are the citizens and businesses of our District. Our goals are to reduce air pollution, fulfill all mandates and promote cleaner and healthier communities throughout the District.

The request for FY 2017-2018 from the Northern Sierra Air Quality Management district Board is \$9,893.48, as approved by the District Board at the meeting on March 27, 2017. This represents an increase of \$290.48. The County budget for 2017/18 was approved using the 16/17 contribution amount of \$9,603.00. The proposed action will increase the budget in the General Fund Contributions department to allow the transfer of the full amount requested.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER _____
(Auditor's Use Only)

Department: General Fund Dept. No: 20031 Date 1/11/2018

The reason for this request is (check one):

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

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

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20031	0	Fund Balance	290.48
Total (must equal transfer to total)				290.48

☐ **TRANSFER TO OR** ☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20031	583500	Contrib Trans Airpollution	290.48
Total (must equal transfer to total)				290.48

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Northern Sierra Air Quality contribution higher than budgeted estimate

B) _____

C) Current Year Expense

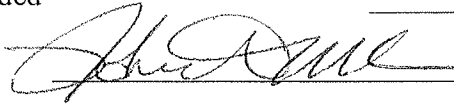
D) _____

Approved by Department Signing Authority: _____

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____



Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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

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

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

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

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

UN: 1 GENERAL
ACTIVITY: 10 LEGISLATIVE & ADMIN.

FUND: 0001 GENERAL
DEPARTMENT: 20031 CONTRIB

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
ACCOUNT		2014-15 ACTUAL	2015-16 ACTUAL	2016-17 BUDGET	2016-17 ACTUAL	REQUESTED	APPROVED BASE	APPROVED ADJUSTMENTS	APPROVED
58 TRANSFERS (CONTINUED)									
583180	CONTRIB TRANS DEBT SVC	1,022,725	1,023,125	971,964	971,964	985,296	985,296		985,296
583500	CONTRIB TRANS AIR POLL CN	9,000	9,000	9,603	9,603	9,603	9,603		9,603
583524	CONTRIB TRANS FLOOD CNTRL	55,000	-10,000	154,483	154,483	50,000	10,000		10,000
584320	CONTRIB EXCESS TRIAL CST			35,000	35,000	0			
584362	CONTRIB TRANS REC CNRT-HL					0			
584960	CONTRIB TRANS FAIR	118,414	105,500	114,783	114,783	114,783	114,783		114,783
584980	CONTRIB TRANS MNTL HLTH		7,672	7,672	7,672	7,672	7,672		7,672
585010	CONTRIB TRANS PUB HLTH	66,295	66,295	66,295	66,295	66,295	66,295		66,295
585150	CONTRIB TRANS DIST ATTRNY	930,968	1,062,314	1,109,753	1,109,753	1,109,753	1,152,602		1,152,602
585160	CONTRIB TRANS SHERIFF	2,965,398	3,213,557	3,503,773	3,503,773	3,413,773	3,652,503		3,652,503
585161	CONTRIB TRANS JAIL	1,681,606	1,810,565	1,914,730	1,914,730	1,914,730	1,998,172		1,998,172
585162	CONTRIB TRANS S/O 15 MIN					0			
585370	CONTRIB TRANS SENIOR NUTR	106,603	106,603	161,925	161,925	161,925	201,925		201,925
585572	CONTRIB TRANS CRSNT LIGHT		1,311	5,020	600	0			
585573	CONTRIB PROP 40 PROJ					0			
585577	CONTRIB COORDINATING CO					0			
58 TRANSFERS		6,956,009	7,727,415	8,100,169	8,075,281	7,833,830	8,224,851		8,224,851
20031 TRANSFERS		6,956,009	7,727,415	8,100,169	8,075,281	7,833,830	8,224,851		8,224,851
*20031 CONTRIB									*
	EXPENDITURES	308,522	312,491	323,431	323,431	323,141	327,141		327,141
	TRANSFERS	6,956,009	7,727,415	8,100,169	8,075,281	7,833,830	8,224,851		8,224,851
	NET EXPENDITURES	7,264,531	8,039,906	8,423,600	8,398,712	8,156,971	8,551,992		8,551,992
	LESS REVENUES	5,002	2		6	0			
	COST TO COUNTY	7,259,529	8,039,904	8,423,600	8,398,706	8,156,971	8,551,992		8,551,992

9,603,000

9,895,480

290,480**

ACTIVITY: 10 LEGISLATIVE & ADMIN.

FUND: 0001 GENERAL
DEPARTMENT: 20031 CONTRIB

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
ACCOUNT		2014-15 ACTUAL	2015-16 ACTUAL	2016-17 BUDGET	2016-17 ACTUAL	REQUESTED	APPROVED BASE	APPROVED ADJUSTMENTS	APPROVED
43 USE OF MONEY & PROPERTY									
43015	INTEREST A&D	2	2		6	0			
*43 USE OF MONEY & PROPERTY		2	2		6	0			*
48 TRANSFER									
48000	TRANSFER	5,000				0			
*48 TRANSFER		5,000				0			*
*20031 REVENUES		5,002	2		6	0			*
52 SERVICES & SUPPLIES									
525000	OVERHEAD					0			
*52 SERVICES & SUPPLIES						0			*
53 OTHER CHARGES									
531100	CONTRIB CFP PYMNTS	44,591	44,591	44,591	44,591	44,591	44,591		44,591
532040	CONTRIB-PCCDC PILOT		5,000			0			
533090	CONTRIB ARTS COUNSEL					0			
533096	CONTRIB--RAILROADS DAYS					0			
533100	CONTRIB CHAMBER COMMRC					0			
533120	CONTRIB LAFCO	50,682	50,651	50,700	50,700	50,410	50,410		50,410
533161	ECON DEV & TOURISM	1,000				0			
533210	PAY BACK STATE-A&D GRNT					0			
533600	CONTRIB MEDICAL SVC	27,595	27,595	27,595	27,595	27,595	27,595		27,595
534360	CONTRIB TO SENIOR TRANS	23,770	23,770	39,661	39,661	39,661	39,661		39,661
534362	CONTRIB REC CNTR-TO HLTH					0			
534950	CONTRIB TRIAL COURTS	154,384	154,384	154,384	154,384	154,384	154,384		154,384
535500	CONTRIB -IV PARK&REC					0			
535510	CONTRIB- E.PL.PARK&REC					0			
535520	CONTRIB-CNTRL PRK&REC	6,500	6,500	6,500	6,500	6,500	6,500		6,500
535530	CONTRIB- ALMNR PRK&REC					0			
535532	CONTRIB-SIERRA VALLEY GMD					0	4,000		4,000
53 OTHER CHARGES		308,522	312,491	323,431	323,431	323,141	327,141		327,141
20031 EXPENDITURES		308,522	312,491	323,431	323,431	323,141	327,141		327,141
58 TRANSFERS									
58000	TRANSFER	QUINCY LIGHTING LOAN							
			331,473	45,168	24,700	0			
580000	TRANSFER	LOAN TO BECKWOURTH CSA							
						0	26,000		26,000
583110	CONTRIB QLG LITIGATION					0			

COUNTY OF PLUMAS
STATE OF CALIFORNIA

VENDOR/ CLAIMANT	<u>No Sierra Air Quality Mgmt District</u>	VENDOR #	<u>69774</u>
ADDRESS	<u>PO Box 2509</u>		
CITY/STATE/ZIP	<u>Grass Valley, CA 95945</u>	FUND #	<u>0201</u>

[illegible]

Contract Attached Y/N _____ # _____ Sales Tax Journal Attached Y/N _____ # _____
Fixed Asset Form Attached Y/N _____ W/9 Form Attached Y/N _____

The undersigned, under penalty of perjury, states: That the above claim and the items as therein set out are true and correct; that no part thereof has been theretofore paid, and that the amount therein is justly due, and that the same is presented within one year after the last item thereof has accrued.

1/11/18

DATE _____

FIRM NAME

BY

TITLE

SIGNATURE OF CLAIMANT/VENDOR

Auditor's Use Only	DEPARTMENT/DISTRICT APPROVAL:
Vendor #	I hereby certify upon my own personal knowledge that the articles or services specified in the above claim were necessary and were ordered by me for the purpose indicated hereon; that the articles that have been delivered or the services have been performed by the claimant as set forth with the exception noted.
Audited	
Input	
Checked	
Date Stamp:	
	<p>Claim is thereby approved for the sum of 9,893.48</p> <p>Signed _____</p> <p>Title _____</p> <p>For Districts</p> <p>District _____</p> <p>If applicable:</p> <p>Second Signature _____</p>

Northern Sierra
Air Quality
Management District

Gretchen Bennett, Executive Director

DISTRICT HEADQUARTERS
200 Litton Drive, Suite 320
Mailing Address:
200 Litton Drive, Suite 320
Grass Valley, CA 95945
(530) 274-9360 / FAX: (530) 274-7546
www.myairdistrict.com

NORTHERN FIELD OFFICE
257 E. Sierra, Unit E
Mailing Address: P.O. Box 2227
Portola, CA 96122
(530) 832-0102 / FAX: (530) 832-0101
julie@myairdistrict.com

November 1, 2017

Plumas County Auditor-Controller/Risk Manager
Attn: Roberta M. Allen, CPA
520 Main St., Room 205
Quincy, CA 95971

RECEIVED
NOV 06 2017
DEA/IE/EN

Dear Ms. Allen:

This letter is written to request the payment of Plumas County's annual contribution to the Northern Sierra Air Quality Management District in the amount of \$9,893.48.

In 1986, through an Agreement with Sierra and Nevada Counties, Plumas County agreed to provide funding for a tri-county air quality management district, hereafter referred to as the District. California law requires all counties to participate in an air pollution control program. The mission statement for the District is to protect the public health with respect to air quality. Our customers are the citizens and businesses of our District. Our goals are to reduce air pollution, fulfill all mandates and promote cleaner and healthier communities throughout the District.

Our request for FY 2017-2018 is for \$9,893.48. This is Plumas County's contribution as determined by the Agreement and the District Board members, comprised of supervisors from the Counties of Nevada, Plumas and Sierra. We have included supporting documentation. We request that this payment be received by the Air District no later than **April 1, 2018**. If you have any questions, please do not hesitate to contact me at 274-9360 X 102.

Sincerely,



Gretchen Bennett
Executive Director

Enclosures: Agenda Item, Approval of County Contribution, March 27, 2017
Minutes of March 27, 2017 BOD meeting where contribution was approved
Copy of Agreement between Nevada, Sierra and Plumas counties
Copy of Resolution Amending Contribution Method in Agreement

Proposed County Contribution Values for FY 17-18

CPI Adjustment Factor: 1.88%

The CPI adjustment factor is for the immediately previous full calendar year as determined by the following web page: www.dir.ca.gov/dlsr/CPI/EntireCCPI.PDF

Method A - Previous Fiscal Year's Contribution * (1 + CPI Adjustment Factor)

	FY 16-17	FY 17-18	Increase over last year's contribution	Decrease from last year's contribution
Nevada	\$ 47,937.68	\$ 48,838.90	\$ 1,432.18	
Plumas	\$ 9,710.92	\$ 9,893.48	\$ 290.12	
Sierra	\$ 1,572.62	\$ 1,602.18	\$ 46.98	
Totals	\$ 59,221.21	\$ 60,334.57	\$ 1,769.29	\$ -

Method B - County Population in most recent decennial census * \$0.48

	FY 16-17	FY 17-18	Increase over last year's contribution	Decrease from last year's contribution
Nevada (2010 pop.: 98,764)	\$ 47,406.72	\$ 47,406.72		
Plumas (2010 pop.: 20,007)	\$ 9,603.36	\$ 9,603.36		
Sierra (2010 pop.: 3,240)	\$ 1,555.20	\$ 1,555.20		
Totals	\$ 58,565.28	\$ 58,565.28	\$ -	\$ -

Method C - Previous Fiscal Year's Contribution

	FY 16-17	FY 17-18	Increase over last year's contribution	Decrease from last year's contribution
Nevada	\$ 47,406.72	\$ 47,406.72		
Plumas	\$ 9,603.36	\$ 9,603.36		
Sierra	\$ 1,555.20	\$ 1,555.20		
Totals	\$ 58,565.28	\$ 58,565.28	\$ -	\$ -

Contribution remains the same as last fiscal year.

** The numbers in Method B and Method C for FY 16-17 are the same because the previous year's contribution was the same as the most recent decennial census * \$0.48. Hence, no change.

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To: Northern Sierra Air Quality Management District Board of Directors

From: Gretchen Bennitt, Executive Director

Date: March 27, 2017

Agenda Item: III.I

Agenda Description: Proposal and Approval of County Contributions for 2017-2018
County Contribution

Issues:

The District's three-county agreement states that the annual county contribution for each member county shall be calculated using any one of the following three methods:

- A. Annual Contribution = the immediately previous fiscal year's annual contribution * (1 + CPI).
- B. Annual Contribution = County Population * \$0.48
- C. Annual Contribution = the immediately previous fiscal year's annual contribution.

The attached table clarifies what the actual amount per county would be depending upon the method adopted by the Board.

During FY 2013-2014, the Board adopted Method B, which resulted in a \$3,069 reduction to the overall county contribution. Method B will not be an option again until the next census results are available (2020).

During the last three years, the Board adopted Method C, which resulted in no change in county contribution from the immediate fiscal year's annual contribution.

Requested Action:

1. Propose and Adopt a County Contribution for FY 2017-2018

ROLL CALL VOTE REQUESTED

Attachments:

1. Proposed County Contribution Values for FY 2017-2018

DISTRICT HEADQUARTERS

200 Litton Drive, Suite 320

Mailing Address:

Grass Valley, CA 95945

(530) 274-9360 / FAX: (530) 274-7546

email: office@myairdistrict.com or www.myairdistrict.com

NORTHERN FIELD OFFICE

257 E. Sierra, Unit E

Mailing Address: P.O. Box 2227

Portola, CA 96122

(530) 832-0102 / FAX: (530) 832-0101

email: julie@myairdistrict.com or www.myairdistrict.com

MINUTES

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING

March 27, 2017

1:00 p.m.

This meeting will be held by in person/teleconference at the following locations:

**Nevada County Board of Supervisors Chambers Conference Room
Eric Rood Administrative Center
950 Maidu Avenue
Nevada City, California**

And by teleconference at the following location:

274 Watson Rd., Chester, CA 96020

Members Present:

Supervisor Thrall

Supervisor Huebner

Supervisor Scofield

Supervisor Anderson

Supervisor Roen

Supervisor Sanchez

Members Absent:

None

I. Standing Orders:

Call to Order. Roll Call and Determination of Quorum.

Chairman Roen called the meeting to order at 1:00 P.M. A quorum was confirmed. Julie Ruiz, Air Pollution Control Specialist II; Joe Fish, Deputy Air Pollution Control Officer; Sam Longmire, Air Pollution Control Specialist III; Allison King, Business Manager/Clerk of the Board; Alison Barratt-Green, Nevada County County Counsel and Gretchen Bennitt, APCO were also in attendance.

II. Public Comment: For Items NOT Appearing on the Agenda and Within the Jurisdiction of the Board. The Public May Comment on Agenda Items As They Are Discussed. Both Teleconference Sites are Allowed an Opportunity for Public Comment.

Chairman Roen called for public comment at all sites. There was no public comment at any sites.

III. Administration

- A. **Introduction of new Board member-- Plumas County Supervisor Michael Sanchez**
Ms. Bennitt introduced Plumas County Supervisor Sanchez to the Board.

B. **Approval of regular meeting minutes -- January 23, 2017**

Supervisor Huebner made a motion to approve the Regular Meeting Minutes -- January 23, 2016. Supervisor Anderson seconded the motion. The motion was unanimously approved upon a roll call vote.

- C. **AB923 agreement for Plumas Unified School District to purchase propane school bus**
Supervisor Thrall made a motion to authorize the Chair to sign the agreement between the Northern Sierra Air Quality Management District and Plumas Unified School District. Supervisor Huebner seconded the motion. The motion was unanimously approved upon a roll call vote.

D. **Rural School Bus Pilot Project**

Ms. Bennitt discussed this project with the Board.

E. **February 2017 monthly budget report -- for FY 2016/2017**

Supervisor Huebner made a motion to approve the February 2017 Budget Reports. Supervisor Anderson seconded the motion. The motion was unanimously approved upon a roll call vote.

F. **Solicitation for application to receive funding from the Carl Moyer Memorial Program (Fiscal Year 2016/2017 - Year 19) funds**

Supervisor Huebner made a motion to approve the FY 2016-2017 Application for Carl Moyer program year 19. Supervisor Anderson seconded the motion. The motion was approved unanimously upon a roll call vote.

G. **Request for modification and extension for Nevada County Library AB2766 grant FY 2015/2016**

Supervisor Anderson made a motion to approve the modification and extension for Nevada County Library AB2766 Grant FY 2015-2016 to September 30, 2017. Supervisor Scofield seconded the motion. The motion was unanimously approved upon a roll call vote.

H. **Request for extension of AB grant 2015-04 Nevada County Public Works**

Supervisor Scofield made a motion to approve the extension for Nevada County Public Works to June 30, 2017. Supervisor Anderson seconded the motion. The motion was unanimously approved upon a roll call vote.

I. **Proposal and approval of county contributions for 2017-2018**

Different proposed county contribution values were presented to the Board for adoption. Method A adopts an increase over the previous year's contribution by the CPI adjustment factor; Nevada County - \$48,838.90, Plumas County - \$9,893.48, and Sierra County - \$1,602.18. Supervisor Anderson made a motion to approve Method A of the County Contribution options. Supervisor Huebner seconded the motion. The motion was approved upon a roll call vote.

AGREEMENT

THIS AGREEMENT made and entered into by and between the Board of Supervisors of the County of Nevada, the Board of Supervisors of the County of Plumas, the Board of Supervisors of the County of Sierra and exofficio the Air Pollution Control District Board of the Nevada County Air Pollution Control District, the Air Pollution Control District Board of the Plumas County Air Pollution Control District, and the Air Pollution Control District Board of the Sierra County Air Pollution Control District.

WITNESSETH:

WHEREAS, the County of Nevada, the County of Plumas and the County of Sierra have heretofore each activated an air pollution control district pursuant to the provisions of Chapter 1, Part 3, Division 26 of the Health and Safety Code, and

WHEREAS, said members have met and so agreed;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. That the Nevada County Air Pollution Control District, the Plumas County Air Pollution Control District, and the Sierra County Air Pollution Control District be and the same are hereby merged into one district pursuant to the provisions of Chapter 3, Part 3, Division 26 of the Health and Safety Code.
2. That said district shall be known and designated as the Northern Sierra Air Quality Management District.
3. That annual county contributions to the district shall be apportioned as follows:

Nevada County	64.35%
Plumas County	30.15%
Sierra County	5.50%

4. That the composition of the Air Quality Management District Board shall be as follows:
 - (a) Two members of the Board of Supervisors of Nevada County selected by said Board of Supervisors.
 - (b) Two members of the Board of Supervisors of Plumas County selected by said Board of Supervisors.
 - (c) Two members of the Board of Supervisors of Sierra County selected by said Board of Supervisors.
5. That the voting procedure of the Air Quality Management District Board shall be as follows:
 - (a) Each member shall have one vote.
 - (b) Quorum: A quorum of said Air Quality Management Board shall consist of four members, provided, however, that a member from each of the three counties shall be present.
 - (c) All acts of the Air Quality Management Board shall require the affirmative votes of four members, three of whom shall be members from each of the three counties.
6. That the Air Quality Management District Board hereby created shall appoint a Hearing Board as provided by law, with the additional provision that at least one member of said Board shall be from each county.
7. That the Treasurer for the County of Nevada shall serve as Treasurer for the unified district hereby created.
8. Modification or termination:
 - (a) Modification. This agreement, except as to the counties constituting the unified district hereby created, may be modified on the recommendation of the Air Quality Management District Board and concurred in by the Board of Supervisors of each county within the unified district hereby created.

- (b) Withdrawal of any county. Any county, a party hereto, may withdraw from the unified district hereby created upon ninety (90) days notice in writing, on to the others, provided, however such notification shall be made not less than ninety (90) days prior to the end of any fiscal year.
- (c) Termination. This agreement may be terminated at any time upon the recommendation of the Air Quality Management Board and concurred in by the Board of Supervisors of each county within the unified district herein created. Upon termination of the District, the duties and powers of said District shall revert to its respective member county districts.

9. That the funds, property and liabilities of the Nevada, Plumas, and Sierra County Air Pollution Control Districts shall, upon the merging of said three districts, become the funds, property, and liabilities of the air quality management district hereby created. Upon termination of the District or withdrawal of a county, any assets or liabilities then or thereafter accruing to it shall revert to the member county(s) in proportion as the same are set forth in Section 3 of this agreement.

10. That pending the adoption of rules and regulations by the Air Pollution Control Board of the air quality management district hereby created, the rules and regulations relating to air pollution of each of the Air Pollution Control Districts of Nevada, Plumas and Sierra Counties shall continue in full force and effect as the rules and regulations of the air quality management district hereby created as to that area of said district within each of the Counties of Nevada, Plumas and Sierra, respectively.

11. That this Agreement shall become effective and operative, insofar as the merger of said Nevada County Air Pollution Control District, said Plumas County Air Pollution Control District, and said Sierra County Air Pollution Control District is concerned, on November 20, 1986.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year set opposite the signature of their respective officers.

ATTEST:

BOARD OF SUPERVISORS OF THE
COUNTY OF NEVADA

Betty R. Thompson
Clerk of the Board

Date: November 10, 1986

By Rayford Rest
Chairman

BOARD OF SUPERVISORS OF THE
COUNTY OF PLUMAS

By Albert O. Glines
Chairman

BOARD OF SUPERVISORS OF THE
COUNTY OF SIERRA

By J. M. Caffer
Chairman

Janet Dierke
Clerk of the Board
Date: Nov 12, 1986

Pandra Young
Clerk of the Board
Date: Nov 26, 1986

Amendment To Agreement With
Counties of Nevada, Plumas and Sierra Regarding the
Northern Sierra Air Quality Management District

THIS AMENDMENT is executed this 9th day of July, 2002
by and between the County of Plumas the County of Sierra, County of Nevada and the
Northern Sierra Air Quality Management District (NSAQMD). Said Amendment will
amend the prior agreement between the parties and the Air Pollution Control Districts of
each county merging said districts to create the NSAQMD and establishing a member
contribution allocation executed on November 20, 1986.

Whereas, the parties desire to amend their agreement to change the member
contribution allocation; and

Whereas, the County of Nevada, the County of Plumas and the County of
Sierra have formed and do participate in the Northern Sierra Air Quality Management
District, and

Whereas, said members have previously agreed to contribute annually to the
Northern Sierra Air Quality Management District in the following way:

Nevada County	64.35%
Plumas County	30.15%
Sierra County	5.50%

Whereas, it has been found that the aforementioned contribution method is
imprecise when used to determine actual annual contribution amounts, and

Whereas, the Board of Directors for the Northern Sierra Air Quality
Management District have decided that a more concise contribution method should be
adopted, and such method shall take into consideration each member county's
population with a mechanism to increase said contributions based on the approved
Consumer Price Index at the Board's discretion;

WHEREAS, this amendment shall be effective as of May 13, 2002
DATE

NOW, THEREFORE, the parties hereto agree as follows:

1. That paragraph 3 shall be changed to the following: The annual
county contribution for each member county shall be calculated using any one of the
following three methods:

- A) Annual Contribution = the immediately previous fiscal year's annual contribution * (1+CPI)
B) Annual Contribution = County Population * \$0.48
C) Annual Contribution = the immediately previous fiscal year's annual contribution

County population shall be determined using the most recent decennial national census data. The CPI value shall be up to but not to exceed the most recent full calendar year Consumer Price Index (CPI). The most recent full calendar year CPI value shall be obtained from the California Consumer Price Index Chart utilizing data from the table for Urban Wage Earners and Clerical Workers.

It shall be at the discretion and direction of the Northern Sierra Air Quality Management District Board of Directors as to which of the three annual contribution calculation methods shall be used. The APCO shall request direction from the District Board members with the proposed contribution amounts on an annual basis. Following direction from the Board of Directors, the Air Pollution Control Officer shall calculate and request payment from each county on an annual basis.

2. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

APPROVED AS TO FORM:

COUNTY OF NEVADA

By: _____
County Counsel

By: Barbara Gunn
Chair of the Board
of Supervisors

ATTEST:

By: Cathy R. Thompson
Clerk of the Board of Supervisors

DATE: 7-9-02

APPROVED AS TO FORM:

COUNTY OF PLUMAS

By: _____
County Counsel

By: Robert E. Nease
Chair of the Board
of Supervisors

ATTEST:

By: James L. Latham
Clerk of the Board of Supervisors

DATE: 9/3/02

020147
AUG 06 2002

APPROVED AS TO FORM:

COUNTY OF SIERRA

By: [Signature]
County Counsel

By: [Signature]
Chair of the Board
of Supervisors

ATTEST:

By: [Signature]
Clerk of the Board of Supervisors

DATE: AUG 06 2002

NORTHERN SIERRA AIR QUALITY MANAGEMENT DISTRICT

RESOLUTION #2002-02

In the Matter of: contracting with the Counties of Nevada, Plumas and Sierra (Counties) to amend the prior agreement between the Counties and the District (NSAQMD) which merged said Districts to create the NSAQMD, executed on November 20, 1986.

Whereas, the NSAQMD and Counties have abided by said agreement for the last 15 years (approximately); and

Whereas, the Board of Directors for the NSAQMD have found that the contribution method used in said agreement is imprecise when used to determine actual annual contribution amounts; and

Whereas, the Board of Directors for the NSAQMD have decided that a more concise contribution method should be adopted, and such method shall take into consideration each member county's population with a mechanism to increase contributions based on the approved Consumer Price Index at the Board's discretion; and

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the NSAQMD Board of Directors that the Amendment to Agreement With Counties of Nevada, Plumas and Sierra Regarding the Northern Sierra Air Quality Management District is hereby approved, as presented in Attachment 1.

On a motion by Supervisor Van Zant, and seconded by Supervisor

Dennison, the foregoing resolution was approved and adopted by the Board of Directors of the Northern Sierra Air Quality Management District at a regular meeting held on January 7, 2002, by the following roll call vote:

Ayes: Pearson, Gutman, Van Zant, Dennison

Noes: N/A

Absent: Conklin, Nunes

Abstaining: N/A

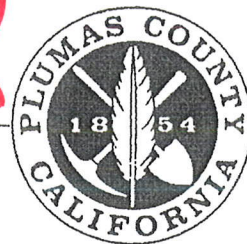
Attest:

Allison King
Allison King, Clerk of the Board

[Signature]
Chairman of the Board

PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: January 9, 2018

To: The Honorable Board of Supervisors

From: Roberta Allen, CPA, Auditor / Controller

Subject: Adoption of Revision of Proposition 4 Appropriation Limits for Fiscal Year 2016/17

RECOMMENDATION:

Adopt a Resolution revising Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2016/17.

BACKGROUND:

During the Audit by the independent auditors it was discovered that the FY2016/17 Gann Limit was not calculated correctly. The Population growth factor was incorrect. This adjustment causes the spending limit for FY16/17 to be reduced by 0.9% for each entity.

Article XIII B of the California Constitution provides that each local government shall be subject to an annual appropriation limit and that the Governing Body shall select the change in cost of living methodology and either the change in Per Capita Income percentage or change in the Local Assessment roll due to the addition of non-resident new construction.

The percentage change in California Per Capita Income was used to compute the Fiscal Year 2016/17 appropriation limits and the applicable statements showing the calculations have been prepared and are attached for review.

I respectfully request that the resolution to establish, the Special Districts governed by the Board and the County, spending limits be adopted as written.

RESOLUTION NO. 17-

A Resolution establishing Fiscal Year 2016/17 Appropriation limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board Of Supervisors governed Special Districts

WHEREAS, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article and Article XIII B Section 8 (e) (2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

WHEREAS, using the percentage change in California Per Capita Income, rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction, provides the higher appropriation limit; and

WHEREAS, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2016/2017; and has prepared the applicable statements showing the calculation, and such statements are available for public review:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2016/2017; and

BE IT FURTHER RESOLVED, that the appropriations limits for Plumas County and Board-governed Special Districts are hereby established as follows and that the limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution:

Plumas County	\$ 32,749,011
Quincy Lighting	\$ 122,757
CSA #11 (Ambulance)	\$ 66,265
Beckwourth CSA	\$ 19,084

BE IT FURTHER RESOLVED, that this resolution amends and supersedes resolution No 16-8155, passed and adopted on the 7th day of June 2016,

BE IT FURTHER RESOLVED, that any judicial action of proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Division 9 of the Government Code.

RESOLUTION NO. 17-

The foregoing, Resolution No. 17- was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 23rd day of January 2018 by the following vote:

AYES:

NOES:


ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



COUNTY COUNSEL

Plumas County
Prop 4 Calculations-Revision
January 1, 2015 to January 1, 2016

California Department of Finance Per Capita Percentage change over prior year	$\frac{5.37 + 100}{100} = 1.0537$	¹
Plumas County Population Percentage Change	$\frac{(0.04)' + 100}{100} = 0.9996$	²
Calculation of Factor for FY 2016/17		1.0533 _{1 x 2}



DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. ■ GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2016

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2016, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2016-17. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2016-17 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2016.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY COSTA
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2016-17 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2016-17	5.37

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2016-17 appropriation limit.

2016-17:

Per Capita Cost of Living Change = 5.37 percent
Population Change = 0.90 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.37 + 100}{100} = 1.0537$

Population converted to a ratio: $\frac{0.90 + 100}{100} = 1.0090$

Calculation of factor for FY 2016-17: $1.0537 \times 1.0090 = 1.0632$

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2015-2016	1-1-15	1-1-16	1-1-2016
Plumas				
Portola	0.05	2,179	2,180	2,180
Unincorporated	-0.05	17,707	17,699	17,699
County Total	-0.04	19,886	19,879	19,879

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Prop 4 Spending Limits-Revision
FY 2016/17

Jurisdiction	County FY 2015/16 Limit	County FY 2016/17 Factor	County FY 2016/17 Limit	District FY 2016/17 Limit
Plumas County	\$ 31,091,818	1.0533	\$ 32,749,011	
Crescent Mills Lighting	\$ -	1.0533	\$ -	
Quincy Lighting	\$ 116,545	1.0533	\$ 122,757	
West Almanor CSD	\$ 716,330	1.0533	\$ 754,510	
CSA #8 Water	\$ -	1.0533	\$ -	
Plumas Eureka CSD	\$ 65,734	1.0533	\$ 69,238	
CSA #11	\$ 62,912	1.0533	\$ 66,265	
Beckwourth CSA	\$ 18,118	1.0533	\$ 19,084	
Indian Valley CSD	\$ 18,815	1.0533	\$ 19,818	
P.C. Flood Control	\$ -	1.0533	\$ -	
Greenhorn Creek CSD	\$ 95,842	1.0533	\$ 100,950	
Prattville-Almanor Fire	\$ 77,761	1.0533	\$ 81,906	
Beckwourth Fire	\$ 40,529	1.0533	\$ 42,689	
Chester Fire	\$ 306,348	1.0533	\$ 322,676	
Crescent Mills Fire	\$ 307,122	1.0533	\$ 323,492	
Graeagle Fire	\$ 165,473	1.0533	\$ 174,293	
Hamilton Branch Fire	\$ 406,443	1.0533	\$ 428,106	
Laporte Fire	\$ 27,592	1.0533	\$ 29,063	
Meadow Valley Fire	\$ 117,821	1.0533	\$ 124,101	
Peninsula Fire	\$ 332,773	1.0533	\$ 350,510	
Quincy Fire	\$ 538,289	1.0533	\$ 566,980	
Sierra Valley Fire	\$ 105,935	1.0533	\$ 111,581	
Indian Valley CSD	\$ 151,651	1.0533	\$ 159,734	
Eastern Plumas Rural Fire	\$ 120,781	1.0533	\$ 127,219	
Chester Cemetery	\$ -	1.0533	\$ -	
Crescent Mills Cemetery	\$ -	1.0533	\$ -	
Cromberg Cemetery	\$ -	1.0533	\$ -	
Greenville Cemetery	\$ -	1.0533	\$ -	
Meadow Valley Cemetery	\$ -	1.0533	\$ -	
Mohawk Valley Cemetery	\$ -	1.0533	\$ -	
Portola Cemetery	\$ -	1.0533	\$ -	
Quincy Cemetery	\$ 323,424	1.0533	\$ 340,662	
Taylorville Cemetery	\$ -	1.0533	\$ -	
Central Plumas Rec.	\$ 914,534	1.0533	\$ 963,279	
Johnsville PU	\$ 126,307	1.0533	\$ 133,039	
Graeagle CSD	\$ 27,413	1.0533	\$ 28,874	
Greenville CSD	\$ 571,235	1.0533	\$ 601,682	
IV Soil Conser.	\$ -	1.0533	\$ -	
La Porte Cemetery	\$ -	1.0533	\$ -	
Air Pollution Control	\$ -	1.0533	\$ -	
CSA #12	\$ -	1.0533	\$ -	
Sierra Valley Ground Water	\$ -	1.0533	\$ -	
Feather River Canyon CSD	\$ -	1.0533	\$ -	
Totals	\$ 36,847,545		\$ 38,811,519	

Plumas County

**Prop 4 Spending Limit-Revision
FY 2016/17**

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0537
X	
Population Growth from	
01/01/15-01/01/16	0.9996
Growth Factor FY 2016/17	1.0533

FY 2015/16 Prop 4 Spending Limit \$ 31,091,818

FY 2016/17 Prop 4 Spending Limit \$ 32,749,011

Roberta M. Allen, CPA
Auditor / Controller

Quincy Lighting

**Prop 4 Spending Limit-Revision
FY 2016/17**

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0537
X	
Population Growth from	
01/01/15-01/01/16	0.9996
<hr/>	
Growth Factor FY 2016/17	1.0533

FY 2015/16 Prop 4 Spending Limit \$ 116,545

FY 2016/17 Prop 4 Spending Limit \$ 122,757

**Roberta M. Allen, CPA
Auditor / Controller**

CSA #11

**Prop 4 Spending Limit-Revision
FY 2016/17**

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0537
X	
Population Growth from	
01/01/15-01/01/16	0.9996
Growth Factor FY 2016/17	1.0533

FY 2015/16 Prop 4 Spending Limit \$ 62,912

FY 2016/17 Prop 4 Spending Limit \$ 66,265

Roberta M. Allen, CPA
Auditor / Controller

Beckwourth CSA

**Prop 4 Spending Limit-Revision
FY 2016/17**

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0537
X	
Population Growth from	
01/01/15-01/01/16	0.9996
Growth Factor FY 2016/17	1.0533

FY 2015/16 Prop 4 Spending Limit	\$	18,118
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FY 2016/17 Prop 4 Spending Limit	\$	19,084
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Roberta M. Allen, CPA
Auditor / Controller

**Prop 4 Spending Limits-Prior
FY 2016/17**

Jurisdiction	County FY 2015/16 Limit	County FY 2016/17 Factor	County FY 2016/17 Limit	District FY 2016/17 Limit
Plumas County	\$ 31,091,818	1.0632	\$ 33,056,821	
Crescent Mills Lighting	\$ -	1.0632	\$ -	
Quincy Lighting	\$ 116,545	1.0632	\$ 123,911	
West Almanor CSD	\$ 716,330	1.0632	\$ 761,602	
CSA #8 Water	\$ -	1.0632	\$ -	
Plumas Eureka CSD	\$ 65,734	1.0632	\$ 69,888	
CSA #11	\$ 62,912	1.0632	\$ 66,888	
Beckwourth CSA	\$ 18,118	1.0632	\$ 19,263	
Indian Valley CSD	\$ 18,815	1.0632	\$ 20,004	
P.C. Flood Control	\$ -	1.0632	\$ -	
Greenhorn Creek CSD	\$ 95,842	1.0632	\$ 101,899	
Prattville-Almanor Fire	\$ 77,761	1.0632	\$ 82,675	
Beckwourth Fire	\$ 40,529	1.0632	\$ 43,090	
Chester Fire	\$ 306,348	1.0632	\$ 325,709	
Crescent Mills Fire	\$ 307,122	1.0632	\$ 326,532	
Graeagle Fire	\$ 165,473	1.0632	\$ 175,931	
Hamilton Branch Fire	\$ 406,443	1.0632	\$ 432,130	
Laporte Fire	\$ 27,592	1.0632	\$ 29,336	
Meadow Valley Fire	\$ 117,821	1.0632	\$ 125,267	
Peninsula Fire	\$ 332,773	1.0632	\$ 353,804	
Quincy Fire	\$ 538,289	1.0632	\$ 572,309	
Sierra Valley Fire	\$ 105,935	1.0632	\$ 112,630	
Indian Valley CSD	\$ 151,651	1.0632	\$ 161,235	
Eastern Plumas Rural Fire	\$ 120,781	1.0632	\$ 128,414	
Chester Cemetery	\$ -	1.0632	\$ -	
Crescent Mills Cemetery	\$ -	1.0632	\$ -	
Cromberg Cemetery	\$ -	1.0632	\$ -	
Greenville Cemetery	\$ -	1.0632	\$ -	
Meadow Valley Cemetery	\$ -	1.0632	\$ -	
Mohawk Valley Cemetery	\$ -	1.0632	\$ -	
Portola Cemetery	\$ -	1.0632	\$ -	
Quincy Cemetery	\$ 323,424	1.0632	\$ 343,864	
Taylorville Cemetery	\$ -	1.0632	\$ -	
Central Plumas Rec.	\$ 914,534	1.0632	\$ 972,333	
Johnsville PU	\$ 126,307	1.0632	\$ 134,290	
Graeagle CSD	\$ 27,413	1.0632	\$ 29,146	
Greenville CSD	\$ 571,235	1.0632	\$ 607,337	
IV Soil Conser.	\$ -	1.0632	\$ -	
La Porte Cemetery	\$ -	1.0632	\$ -	
Air Pollution Control	\$ -	1.0632	\$ -	
CSA #12	\$ -	1.0632	\$ -	
Sierra Valley Ground Water	\$ -	1.0632	\$ -	
Feather River Canyon CSD	\$ -	1.0632	\$ -	
Totals	\$ 36,847,545		\$ 39,176,308	

PLUMAS COUNTY
SOURCE OF FINANCING
FY 2016/17

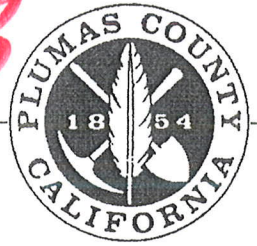
DESCRIPTION	A ESTIMATED REVENUE	B PROCEEDS OF TAXES	C NON-PROCEEDS OF TAXES	D ALLOCABLE	SUM OF YTD RECEIPTS	
					PROP 4 GROUP	TOTAL
Taxes	\$ 16,073,636.14	\$ 16,073,636.14	\$ 0.00	\$ 0.00		270,405.57
Licenses, Permits & Franchise	\$ 876,241.46	\$ 0.00	\$ 876,241.46	\$ 0.00		30,200,684.47
Fines, Forfeitures & Penalties	\$ 270,405.57	\$ 0.00	\$ 270,405.57	\$ 0.00		287,786.46
Interest Earning	\$ 287,786.46	\$ 0.00	\$ 0.00	\$ 287,786.46		876,241.46
Rents & concessions	\$ 609,299.75	\$ 0.00	\$ 609,299.75	\$ 0.00		3,995,938.45
All Other State / Federal Aid	\$ 30,200,684.47	\$ 0.00	\$ 30,200,684.47	\$ 0.00		609,299.75
Charges for Service	\$ 4,704,842.45	\$ 0.00	\$ 4,704,842.45	\$ 0.00		4,704,842.45
Other Revenue	\$ 3,995,938.45	\$ 0.00	\$ 3,995,938.45	\$ 0.00		16,073,636.14
TOTAL REVENUE	\$ 57,018,834.75	\$ 16,073,636.14	\$ 40,657,412.15	\$ 287,786.46	TOTAL	\$ 23,447,672.81
Total Revenue	\$ 57,018,834.75 A					
Less Interest	\$ (287,786.46) E					
NET REVENUE	\$ 56,731,048.29 F A + E					
Total Proceeds of Taxes	\$ 16,073,636.14 B					
Divided by Net Revenue	\$ 0.28 G B ÷ F					
Total Allocable	\$ 287,786.46 D					
Percent of Interest Equals	\$ 81,538.68 H D X G					
Total Proceeds of Taxes	\$ 16,073,636.14 B					
Plus Interest Attributable	81,538.68 H					
AMOUNT SUBJECT TO LIMIT	\$ 16,155,174.82 I B + H					

PLUMAS COUNTY
SOURCE OF FINANCING
FY 2015/16

	A	B	C	D	SUM OF YTD RECEIPTS	
	ESTIMATED REVENUE	PROCEEDS OF TAXES	NON-PROCEEDS OF TAXES	ALLOCABLE	PROP 4 GROUP	TOTAL
T					F	245,597.77
L	\$ 16,826,584.60	\$ 16,826,584.60	\$ 0.00	\$ 0.00	FS	34,026,130.37
F	\$ 784,409.80	\$ 0.00	\$ 784,409.80	\$ 0.00	I	152,692.58
I	\$ 245,597.77	\$ 0.00	\$ 245,597.77	\$ 0.00	L	784,409.80
E	\$ 152,692.58	\$ 0.00	\$ 0.00	\$ 152,692.58	M	3,412,760.64
R	\$ 412,161.37	\$ 0.00	\$ 412,161.37	\$ 0.00	R	412,161.37
FS	\$ 34,026,130.37	\$ 0.00	\$ 34,026,130.37	\$ 0.00	S	4,300,518.17
S	\$ 4,300,518.17	\$ 0.00	\$ 4,300,518.17	\$ 0.00	T	16,826,584.60
M	\$ 3,412,760.64	\$ 0.00	\$ 3,412,760.64	\$ 0.00	X	18,483,680.65
*	\$ 60,160,855.30	\$ 16,826,584.60	\$ 43,181,578.12	\$ 152,692.58	TOTAL	\$ 78,644,535.95
*	\$ 60,160,855.30 A					
I	\$ (152,692.58) E					
~	\$ 60,008,162.72 F A + E					
T	\$ 16,826,584.60 B					
	\$ 0.28 G B ÷ F					
	\$ 152,692.58 D					
	\$ 42,815.75 H D X G					
T	\$ 16,826,584.60 B					
	42,815.75 H					
	\$ 16,869,400.35 I B + H					
	AMOUNT SUBJECT TO LIMIT					

PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: January 9, 2018

To: The Honorable Board of Supervisors

From: Roberta Allen, CPA, Auditor / Controller

Subject: Adopt a Resolution establishing revised Proposition 4 Appropriation Limits (GANN limit) for FY17/18.

RECOMMENDATION:

Adopt a Resolution establishing revised Proposition 4 Appropriation Limits (GANN limit) for Plumas County, Quincy Lighting District, CSA #11 (Ambulance), and Beckwourth CSA for Fiscal Year 2017/18.

BACKGROUND:

During the audit by the independent auditors it was discovered that the FY2016/17 Gann Limit was not calculated correctly. The FY17/18 Gann Limit is based on the prior year limits and needs to be corrected.

Article XIII B of the California Constitution provides that each local government shall be subject to an annual appropriation limit and that the Governing Body shall select the change in cost of living methodology and either the change in Per Capita Income percentage or change in the Local Assessment roll due to the addition of non-resident new construction.

The percentage change in California Per Capita Income was used to compute the Fiscal Year 2017/18 appropriation limits and the applicable statements showing the calculations have been prepared and are attached for review.

I respectfully request that the resolution to establish, the Special Districts governed by the Board and the County, spending limits be adopted as written.

RESOLUTION NO. 17-

A Resolution establishing Fiscal Year 2017/18 Appropriation limits under Article XIII B of the California Constitution, and establishing period for contesting such limits for Plumas County and Board Of Supervisors governed Special Districts

WHEREAS, Article XIII B of the California Constitution provides that the state and each local government shall be subject to an annual appropriation limit as defined in that Article and Article XIII B Section 8 (e) (2) requires the Governing Body to select the Change in Cost of Living methodology each year by recorded vote; and

WHEREAS, using the percentage change in California Per Capita Income, rather than using the change in the Local Assessment roll from the preceding year due to the addition of non-residential new construction, provides the higher appropriation limit; and

WHEREAS, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2017/2018; and has prepared the applicable statements showing the calculation, and such statements are available for public review:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2017/2018; and

BE IT FURTHER RESOLVED, that the appropriations limits for Plumas County and Board-governed Special Districts are hereby established as follows and that the limit may be adjusted at a later date in accordance with Sections 3 and 11 of Article XIII B of the California Constitution:

Plumas County	\$ 33,927,975
Quincy Lighting	\$ 127,176
CSA #11 (Ambulance)	\$ 68,651
Beckwourth CSA	\$ 19,771

BE IT FURTHER RESOLVED, that this resolution amends and supersedes resolution No 17-8272 passed and adopted on the 18th day of July 2017,

BE IT FURTHER RESOLVED, that any judicial action of proceeding to attach, review, set aside, void or annul the appropriations limits established by this resolution shall be commenced within 45 days from the date of this resolution in accordance with Division 9 of the Government Code.

RESOLUTION NO. 17-_____

The foregoing, Resolution No. 17-_____ was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 23rd day of January 2018 by the following vote:

AYES:

NOES:

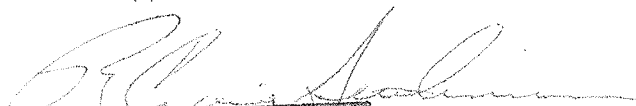
ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



COUNTY COUNSEL

Plumas County

Prop 4 Spending Limit-Revision
FY 2017/18

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0369
X	
Population Growth from	
01/01/16-01/01/17	0.9991
Growth Factor FY 2017/18	1.0360

FY 2016/17 Prop 4 Spending Limit \$ 32,749,011

FY 2017/18 Prop 4 Spending Limit \$ 33,927,975

Roberta M. Allen, CPA
Auditor / Controller

Quincy Lighting

**Prop 4 Spending Limit-Revision
FY 2017/18**

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0369
X	
Population Growth from	
01/01/16-01/01/17	0.9991
<hr/>	
Growth Factor FY 2017/18	1.0360

FY 2016/17 Prop 4 Spending Limit \$ 122,757

FY 2017/18 Prop 4 Spending Limit \$ 127,176

Roberta M. Allen, CPA
Auditor / Controller

CSA #11

Prop 4 Spending Limit-Revision
FY 2017/18

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0369
X	
Population Growth from	
01/01/16-01/01/17	0.9991
Growth Factor FY 2017/18	1.0360

FY 2016/17 Prop 4 Spending Limit \$ 66,265

FY 2017/18 Prop 4 Spending Limit \$ 68,651

Roberta M. Allen, CPA
Auditor / Controller

Beckwourth CSA

Prop 4 Spending Limit-Revision
FY 2017/18

Growth Factor:

Per Capita Personal Income	
Change from Prior Year	1.0369
X	
Population Growth from	
01/01/16-01/01/17	0.9991
Growth Factor FY 2017/18	1.0360

FY 2016/17 Prop 4 Spending Limit \$ 19,084

FY 2017/18 Prop 4 Spending Limit \$ 19,771

Roberta M. Allen, CPA
Auditor / Controller

Prop 4 Spending Limits-Revision
FY 2017/18

Jurisdiction	County FY 2016/17 Revision Limit	County FY 2017/18 Factor	County FY 2017/18 Limit	District FY 2017/18 Limit
Plumas County	\$ 32,749,011	1.0360	\$ 33,927,975	
Crescent Mills Lighting	\$ -	1.0360	\$ -	
Quincy Lighting	\$ 122,757	1.0360	\$ 127,176	
West Almanor CSD	\$ 754,510	1.0360	\$ 781,672	
CSA #8 Water	\$ -	1.0360	\$ -	
Plumas Eureka CSD	\$ 69,238	1.0360	\$ 71,731	
CSA #11	\$ 66,265	1.0360	\$ 68,651	
Beckwourth CSA	\$ 19,084	1.0360	\$ 19,771	
Indian Valley CSD	\$ 19,818	1.0360	\$ 20,531	
P.C. Flood Control	\$ -	1.0360	\$ -	
Greenhorn Creek CSD	\$ 100,950	1.0360	\$ 104,584	
Prattville-Almanor Fire	\$ 81,906	1.0360	\$ 84,855	
Beckwourth Fire	\$ 42,689	1.0360	\$ 44,226	
Chester Fire	\$ 322,676	1.0360	\$ 334,292	
Crescent Mills Fire	\$ 323,492	1.0360	\$ 335,138	
Graeagle Fire	\$ 174,293	1.0360	\$ 180,568	
Hamilton Branch Fire	\$ 428,106	1.0360	\$ 443,518	
Laporte Fire	\$ 29,063	1.0360	\$ 30,109	
Meadow Valley Fire	\$ 124,101	1.0360	\$ 128,569	
Peninsula Fire	\$ 350,510	1.0360	\$ 363,128	
Quincy Fire	\$ 566,980	1.0360	\$ 587,391	
Sierra Valley Fire	\$ 111,581	1.0360	\$ 115,598	
Indian Valley CSD	\$ 159,734	1.0360	\$ 165,484	
Eastern Plumas Rural Fire	\$ 127,219	1.0360	\$ 131,799	
Chester Cemetery	\$ -	1.0360	\$ -	
Crescent Mills Cemetery	\$ -	1.0360	\$ -	
Cromberg Cemetery	\$ -	1.0360	\$ -	
Greenville Cemetery	\$ -	1.0360	\$ -	
Meadow Valley Cemetery	\$ -	1.0360	\$ -	
Mohawk Valley Cemetery	\$ -	1.0360	\$ -	
Portola Cemetery	\$ -	1.0360	\$ -	
Quincy Cemetery	\$ 340,662	1.0360	\$ 352,926	
Taylorville Cemetery	\$ -	1.0360	\$ -	
Central Plumas Rec.	\$ 963,279	1.0360	\$ 997,957	
Johnsville PU	\$ 133,039	1.0360	\$ 137,828	
Graeagle CSD	\$ 28,874	1.0360	\$ 29,913	
Greenville CSD	\$ 601,682	1.0360	\$ 623,343	
IV Soil Conser.	\$ -	1.0360	\$ -	
La Porte Cemetery	\$ -	1.0360	\$ -	
Air Pollution Control	\$ -	1.0360	\$ -	
CSA #12	\$ -	1.0360	\$ -	
Sierra Valley Ground Water	\$ -	1.0360	\$ -	
Feather River Canyon CSD	\$ -	1.0360	\$ -	
Totals	\$ 38,811,519		\$ 40,208,733	

**Prop 4 Spending Limits-Prior
FY 2017/18**

Jurisdiction	County FY 2016/17 Limit	County FY 2017/18 Factor	County FY 2017/18 Limit	District FY 2017/18 Limit
Plumas County	\$ 33,056,821	1.0360	\$ 34,246,867	
Crescent Mills Lighting	\$ -	1.0360	\$ -	
Quincy Lighting	\$ 123,911	1.0360	\$ 128,372	
West Almanor CSD	\$ 761,602	1.0360	\$ 789,020	
CSA #8 Water	\$ -	1.0360	\$ -	
Plumas Eureka CSD	\$ 69,888	1.0360	\$ 72,404	
CSA #11	\$ 66,888	1.0360	\$ 69,296	
Beckwourth CSA	\$ 19,263	1.0360	\$ 19,956	
Indian Valley CSD	\$ 20,004	1.0360	\$ 20,724	
P.C. Flood Control	\$ -	1.0360	\$ -	
Greenhorn Creek CSD	\$ 101,899	1.0360	\$ 105,567	
Prattville-Almanor Fire	\$ 82,675	1.0360	\$ 85,651	
Beckwourth Fire	\$ 43,090	1.0360	\$ 44,641	
Chester Fire	\$ 325,709	1.0360	\$ 337,435	
Crescent Mills Fire	\$ 326,532	1.0360	\$ 338,287	
Graeagle Fire	\$ 175,931	1.0360	\$ 182,265	
Hamilton Branch Fire	\$ 432,130	1.0360	\$ 447,687	
Laporte Fire	\$ 29,336	1.0360	\$ 30,392	
Meadow Valley Fire	\$ 125,267	1.0360	\$ 129,777	
Peninsula Fire	\$ 353,804	1.0360	\$ 366,541	
Quincy Fire	\$ 572,309	1.0360	\$ 592,912	
Sierra Valley Fire	\$ 112,630	1.0360	\$ 116,685	
Indian Valley CSD	\$ 161,235	1.0360	\$ 167,039	
Eastern Plumas Rural Fire	\$ 128,414	1.0360	\$ 133,037	
Chester Cemetery	\$ -	1.0360	\$ -	
Crescent Mills Cemetery	\$ -	1.0360	\$ -	
Cromberg Cemetery	\$ -	1.0360	\$ -	
Greenville Cemetery	\$ -	1.0360	\$ -	
Meadow Valley Cemetery	\$ -	1.0360	\$ -	
Mohawk Valley Cemetery	\$ -	1.0360	\$ -	
Portola Cemetery	\$ -	1.0360	\$ -	
Quincy Cemetery	\$ 343,864	1.0360	\$ 356,243	
Taylorville Cemetery	\$ -	1.0360	\$ -	
Central Plumas Rec.	\$ 972,333	1.0360	\$ 1,007,337	
Johnsville PU	\$ 134,290	1.0360	\$ 139,124	
Graeagle CSD	\$ 29,146	1.0360	\$ 30,195	
Greenville CSD	\$ 607,337	1.0360	\$ 629,201	
IV Soil Conser.	\$ -	1.0360	\$ -	
La Porte Cemetery	\$ -	1.0360	\$ -	
Air Pollution Control	\$ -	1.0360	\$ -	
CSA #12	\$ -	1.0360	\$ -	
Sierra Valley Ground Water	\$ -	1.0360	\$ -	
Feather River Canyon CSD	\$ -	1.0360	\$ -	
Totals	\$ 39,176,308		\$ 40,586,655	

6/2/2017

Plumas County
Prop 4 Calculations
January 1, 2016 to January 1, 2017

California Department of Finance Per Capita	$\frac{3.69}{100} + 100$	= 1.0369 ¹
Percentage change over prior year		

Plumas County	$\frac{(0.09)}{100} + 100$	= 0.9991 ²
Population Percentage Change		

Calculation of Factor for FY 2016/17	1.0360 ^{1x2}
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DEPARTMENT OF
FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. • GOVERNOR
STATE CAPITOL • ROOM 1148 • SACRAMENTO CA 95814-4998 • WWW.DOF.CA.GOV

May 2017

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2017, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2017-18. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2017-18 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2017.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY M. COSTA
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2017-18 appropriation limit is:

Per Capita Personal Income	
Fiscal Year (FY)	Percentage change over prior year
2017-18	3.69

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2017-18 appropriation limit.

2017-18:

Per Capita Cost of Living Change = 3.69 percent
Population Change = 0.85 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.69 + 100}{100} = 1.0369$

Population converted to a ratio: $\frac{0.85 + 100}{100} = 1.0085$

Calculation of factor for FY 2017-18: $1.0369 \times 1.0085 = 1.0457$

Fiscal Year 2017-18

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2016 to January 1, 2017 and Total Population, January 1, 2017

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2016-2017	1-1-16	1-1-17	1-1-2017
Plumas				
Portola	-0.28	2,133	2,127	2,127
Unincorporated	-0.07	17,704	17,692	17,692
County Total	-0.09	19,837	19,819	19,819

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Plumas County Auditor/Controller
 Appropriations Limit Factors for Plumas County

FY	Per Capita		Appropriations Limit Factor
	Personal Income	Population Change	
00/01	4.91	0.20	1.0512
01/02	7.82	0.35	1.0820
02/03	-1.27	0.69	0.9941
03/04	2.31	-0.40	1.0190
04/05	3.28	0.54	1.0384
05/06	5.26	0.81	1.0611
06/07	3.96	0.02	1.0398
07/08	4.42	-0.07	1.0435
08/09	4.29	-0.11	1.0418
09/10	0.62	-0.74	0.9988
10/11	-2.54	-0.84	0.9664
11/12	2.51	-0.10	1.0241
12/13	3.77	-0.92	1.0282
13/14	5.12	-0.28	1.0483
14/15	-0.23	-1.28	0.9849
15/16	3.82	-0.62	1.0318
16/17	5.37	-0.04	1.0533
17/18	3.69	-0.09	1.0360

PLUMAS COUNTY
SOURCE OF FINANCING
FY 2016/17

DESCRIPTION	A ESTIMATED REVENUE	B PROCEEDS OF TAXES	C NON-PROCEEDS OF TAXES	D ALLOCABLE	SUM OF YTD RECEIPTS	
					PROP 4 GROUP	TOTAL
Taxes	\$ 16,073,636.14	\$ 16,073,636.14	\$ 0.00	\$ 0.00	F	270,405.57
Licenses, Permits & Franchise	\$ 876,241.46	\$ 0.00	\$ 876,241.46	\$ 0.00	FS	30,200,684.47
Fines, Forfeitures & Penalties	\$ 270,405.57	\$ 0.00	\$ 270,405.57	\$ 0.00	I	287,786.46
E Interest Earning	\$ 287,786.46	\$ 0.00	\$ 0.00	\$ 287,786.46	L	876,241.46
Rents & concessions	\$ 609,299.75	\$ 0.00	\$ 609,299.75	\$ 0.00	M	3,995,938.45
All Other State / Federal Aid	\$ 30,200,684.47	\$ 0.00	\$ 30,200,684.47	\$ 0.00	R	609,299.75
Charges for Service	\$ 4,704,842.45	\$ 0.00	\$ 4,704,842.45	\$ 0.00	S	4,704,842.45
Other Revenue	\$ 3,995,938.45	\$ 0.00	\$ 3,995,938.45	\$ 0.00	T	16,073,636.14
					X	23,447,672.81
TOTAL REVENUE	\$ 57,018,834.75	\$ 16,073,636.14	\$ 40,657,412.15	\$ 287,786.46	TOTAL	\$ 80,466,507.56
Total Revenue	\$ 57,018,834.75 A					
Less Interest	\$ (287,786.46) E					
NET REVENUE	\$ 56,731,048.29 F A + E					
Total Proceeds of Taxes	\$ 16,073,636.14 B					
Divided by Net Revenue	\$ 0.28 G B ÷ F					
Total Allocable	\$ 287,786.46 D					
Percent of Interest Equals	\$ 81,538.68 H D X G					
Total Proceeds of Taxes	\$ 16,073,636.14 B					
Plus Interest Attributable	81,538.68 H					
AMOUNT SUBJECT TO LIMIT	\$ 16,155,174.82 I B + H					

PLUMAS COUNTY
SOURCE OF FINANCING
FY 2015/16

DESCRIPTION	A ESTIMATED REVENUE	B PROCEEDS OF TAXES	C NON-PROCEEDS OF TAXES	D ALLOCABLE	SUM OF YTD RECEIPTS	
					PROP 4 GROUP	TOTAL
T Taxes	\$ 16,826,584.60	\$ 16,826,584.60	\$ 0.00	\$ 0.00	F	245,597.77
L Licenses, Permits & Franchise	\$ 784,409.80	\$ 0.00	\$ 784,409.80	\$ 0.00	FS	34,026,130.37
F Fines, Forfeitures & Penalties	\$ 245,597.77	\$ 0.00	\$ 245,597.77	\$ 0.00	I	152,692.58
I E Interest Earning	\$ 152,692.58	\$ 0.00	\$ 0.00	\$ 152,692.58	L	784,409.80
R Rents & concessions	\$ 412,161.37	\$ 0.00	\$ 412,161.37	\$ 0.00	M	3,412,760.64
FS All Other State / Federal Aid	\$ 34,026,130.37	\$ 0.00	\$ 34,026,130.37	\$ 0.00	R	412,161.37
S Charges for Service	\$ 4,300,518.17	\$ 0.00	\$ 4,300,518.17	\$ 0.00	S	4,300,518.17
M Other Revenue	\$ 3,412,760.64	\$ 0.00	\$ 3,412,760.64	\$ 0.00	T	16,826,584.60
					X	18,483,680.65
* TOTAL REVENUE	\$ 60,160,855.30	\$ 16,826,584.60	\$ 43,181,578.12	\$ 152,692.58	TOTAL	\$ 78,644,535.95
* Total Revenue	\$ 60,160,855.30 A					
I Less Interest	\$ (152,692.58) E					
~ NET REVENUE	\$ 60,008,162.72 F A + E					
T Total Proceeds of Taxes	\$ 16,826,584.60 B					
Divided by Net Revenue	\$ 0.28 G B ÷ F					
Total Allocable	\$ 152,692.58 D					
Percent of Interest Equals	\$ 42,815.75 H D X G					
T Total Proceeds of Taxes	\$ 16,826,584.60 B					
Plus Interest Attributable	42,815.75 H					
AMOUNT SUBJECT TO LIMIT	\$ 16,869,400.35 I B + H					

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 Mannle, P.E., Asst. Director Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

for the January 23, 2018 Meeting of the Plumas County Board of Supervisors

Date: January 12, 2017

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

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

Subject: Authorize Execution of Amendment No. 3-A to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc. in the amount \$8,992.00 for emergency storm damage assessment and recommendations for various roadways, bridges and culverts.

Background:

Following the February storms, numerous roadways, bridges and culverts experienced significant damage. Many storm damage sites require an assessment and recommendations provided by a qualified engineer. This Amendment No. 3-A is an amendment to Amendment No. 3 and expands in the services necessary to complete storm damage to the Quincy Junction Road Bridge over Greenhorn Creek.

Dokken Engineering, Inc. is presently under an On-call contract with the County. Dokken Engineering Inc. possesses the expertise, either directly or through one of its subconsultants, to prepare these assessment and recommendations.

Because some of the work performed by Dokken Engineering, Inc. has occurred prior to the execution of the subject contract amendment, a "ratification" clause has been included in the subject contract.

Proposed Amendment No. 3-A has been approved as to form by County Counsel.

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. 3-A to the Professional Services Agreement between the County of Plumas and Dokken Engineering, Inc. in the amount of \$8,992.00, including work directed by the Director of Public Works, retroactively to November 1, 2017.

AMENDMENT NO. 3-A
to the
PROFESSIONAL SERVICES AGREEMENT

**On-Call Civil Engineering Services for
Transportation Improvement Projects in
Plumas County, California**

The January 25, 2016 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and DOKKEN ENGINEERING INC. ("Consultant"), is hereby amended on January ____, 2018 as follows:

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

TASK ORDER: Storm Damage Assessment Assistance

Project Background

Following the February storms, numerous roadways, bridges and culverts experienced significant damage. Many storm damage sites require an assessment and recommendations provided by a qualified engineer. This Amendment No. 3-A is an amendment to Amendment No. 3 and expands in the services necessary to complete storm damage to the Quincy Junction Road Bridge over Greenhorn Creek.

Dokken Engineering, Inc. is presently under an On-call contract with the County. Dokken Engineering Inc. possesses the expertise, either directly or through one of its subconsultants, to prepare these assessment and recommendations

Scope of Work

Provide the necessary engineering services as outlined in Exhibit "A"

Compensation

Consultant shall be paid in accordance with the cost proposal set forth in Exhibit "B," attached to the January 25, 2016 Professional Services Agreement first referenced above. Consultant's compensation shall in no case exceed Eight Thousand, Nine Hundred and Ninety Two Dollars and No Cents (\$8,992) for additional work to be provided under this agreement. Certified payroll shall be submitted for staff employed in activities covered by State or Federal prevailing wage determinations in accordance with the Caltrans Labor Compliance Manual.

Term

This Agreement shall commence upon execution and continue for a period of time ending on December 31, 2018.

Other Contract Provisions

All other contract provisions set forth in the January 25, 2016 Professional Services Agreement and Amendment No. 3 to said agreement, first referenced above, remain unchanged.

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

COUNTY OF PLUMAS

A political subdivision of the State of California

APPROVED AS TO SCOPE OF WORK:

Director of Public Works

Date: _____

APPROVED AS TO FORM:



County Counsel

Date: 10/19/2017

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

Chair, Plumas County Board of Supervisors

Date: _____

CONSULTANT
DOKKEN ENGINEERING, INC.

Signature
Richard Liptak, P.E.

Date: _____

68-0099664
Dokken Engineering Inc. Taxpayer ID Number

EXHIBIT A

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

STORM DAMAGE ASSESSMENT ASSISTANCE

The following scope of services will be performed by Dokken Engineering (Dokken) to provide storm damage assessment of existing bridges and major culverts and provide repair design services for the Greenhorn Bridge.

SCOPE OF SERVICES

TASK 1. Develop Repair Design, Plans, and Identify Material Suppliers

Dokken will work closely with Plumas County to develop a repair concept. Stamped plans ready for construction will be prepared clearly detailing the repair steps and concept. Dokken will assist with identifying material suppliers, develop the concrete mix design, produce exhibits for creek dewatering, and assist the County as requested.

Deliverable: Existing capacity recommendations

TASK 2. Construction Support

Dokken will be available to provide on-site assistance during construction as requested by the County. Up to 16 hours are anticipated to be required.

TASK 3. Schedule

Dokken will respond as requested by the County.



EXHIBIT B

Task Description	DOKKEN ENGINEERING					Geocon				GRAND TOTAL HOURS	OTHER DIRECT COSTS	GRAND TOTAL COSTS
	TIM OSTERKAMP, PE Project Manager	Fortunato Enriquez, PE Bridge Engineer	CADD Detailing & Estimating	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	Principal Engineer Jeremy Zorne P.E.	Senior Geologist Ron Loutzenhiser P.E.	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST	
	\$201.49	\$118.01	\$152.55				\$198.63	\$159.73				
TASK 1.0 - Site Assessment	16			16		\$3,224						\$3,224
TASK 2.0 - Analyze Existing Conditions		6		6		\$708						\$708
TASK 3.0 - Prepare Assessment	22	8		30		\$5,377						\$5,377
TASK 4.0 - Determine Pile Tip Elevations												
SUBTOTAL HOURS	38	14		52					4	4	\$639	\$639
SUBTOTAL COST						\$9,309			4	4	\$639	\$9,948
Amendment A												
TASK 5.0 - Emergency Repair Support												
Repair Design												
Construction Support	2	37	3	42		\$5,227						\$5,227
	14	8		22		\$3,765						\$3,765
SUBTOTAL HOURS	16	45	3	64		\$8,992						\$8,992
SUBTOTAL COST												
TOTAL HOURS	54	59	3	116					4	4	\$639	\$18,940
TOTAL COST	\$10,880	\$6,963	\$458			\$18,301					\$639	\$18,940



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

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Memorandum

DATE: January 16, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of February 6, 2018

It is recommended that the Board:

Approve and sign contract #PCSO00035 between the Plumas County Sheriff's Office (PCSO) and Kassbohrer All Terrain Vehicles, Inc. in the amount of \$20,000.

Background and Discussion:

The term of this contract is 02/15/18 - 02/14/19. This purpose of this agreement with Kassbohrer All Terrain Vehicles is to provide service to the Sheriff's snowcat.

Agreement has been approved as to form by County Counsel.

Services Agreement

This Agreement is made this 15th day of February 2018, by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office (hereinafter referred to as "County"), and Kassbohrer All Terrain Vehicles, Inc. a Maine 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 (the "Work").
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars and No/100 (\$20,000.00).
3. Term. The term of this agreement shall be from February 15, 2018 through February 14, 2019, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

7. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
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 thousand 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

____ COUNTY INITIALS

CONTRACTOR INITIALS ____

complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Kassbohrer All Terrain Vehicles, Inc.
8850 Double Diamond Parkway
Reno, NV 89521
Attention: Brian Pomerleau, Chief Financial Officer

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

retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:


Kassbohrer All Terrain Vehicles, Inc.,
a Maine corporation

By: _____
Name: Brian Pomerleau
Title: Chief Financial Officer
Date:

By: _____
Name: John Gilbert
Title: Chief Executive Officer
Date:

COUNTY:

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

By: 
Name: Greg Hagwood
Title: Sheriff
Date: 1/17/18

By: _____
Name:
Title: Chair, Plumas County Board of Supervisors
Date:

Approved as to form:

Plumas County Counsel


By:  Deputy 1/16/2018
Craig Settlemyre
County Counsel

EXHIBIT A

Scope of Work

1. Provide general equipment repair on an as-needed basis upon request of the County. This includes, but is not limited to, the following:
 - a. Lube, oil and filter changes (LOF).
 - b. Vehicle inspection.
 - c. Engine repair and replacement.
 - d. Drivetrain repair and replacement.
 - e. Diagnostics, including driveability and mechanical repairs.
 - f. Electrical/wiring repairs.
2. All Work shall be provided in accordance with industry standards for high-quality services and repairs. Prior to any service or repair work being performed, a repair order shall be submitted for approval and signed by the appropriate authority. All costs which may exceed the estimated amounts shall be submitted for approval prior to continuing work.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at \$120.00 per hour.
2. Parts as quoted.
3. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
4. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.



Office of the Sheriff


Office of Emergency Services

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

GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Memorandum

DATE: January 16, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Items for the meeting of February 6, 2018

It is recommended that the Board:

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

Background and Discussion:

The term of this contract is 03/16/18 – 03/15/19. This purpose of this agreement with Dale Harris, DDS is to provide dental services to Jail inmates as required by law.

Agreement has been approved as to form by County Counsel.

**PROFESSIONAL SERVICES AGREEMENT
FOR
DENTAL SERVICES**

THIS AGREEMENT is made and entered into this 16th day of March, 2018 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Sheriff's Office ("County"), and Dale Harris, DDS, an individual ("Contractor").

WITNESSETH:

WHEREAS, County proposes to have Contractor perform dental services for inmates at the Plumas County Correctional Center as described herein below; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONTRACTOR

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

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

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

COUNTY INITIALS

CONTRACTOR INITIALS

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's compensation shall in no case exceed Forty Thousand and No/100 Dollars (\$40,000.00).

2.2 Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

COUNTY INITIALS

CONTRACTOR INITIALS

provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and end on March 15, 2019, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

4.3. Compensation. In the event of termination, County shall pay Contractor for

professional services satisfactorily performed up to and including the date of County's written notice of termination.

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

5.0. INSURANCE

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

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

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

- (a) Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13.

- (b) All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured.
- (c) All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages.
- (d) Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement.
- (e) Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13.
- (f) To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision..
- (g) Contractor agrees to require insurers to provide notice to County thirty (30) days prior to cancellation of such liability coverage or any of any material alteration or non-renewal of any such coverage, other than for non-payment of premium. Contractor shall assure that this provision also applies to any subcontractors, joint venturers or any other party engaged by or on behalf of contractor in relation to this Agreement. Certificate(s) are to reflect that the issuer will provide thirty (30) days notice to County of any cancellation of coverage.
- (h) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; shall include a cross-liability clause permitting suits between insureds; and shall provide that an act or omission of one of the insureds shall not reduce or avoid coverage to the other insureds.
- (i) No liability insurance coverage provided to comply with Agreement shall prohibit Contractor, or Contractor's employees, or agents, from waiving

the right of subrogation prior to loss, Contractor waives its right to subrogation against the County.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONTRACTOR:

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

Tel: (530) 283-0980

IF TO COUNTY:

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

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

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

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

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

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

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or subcontractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court.

____ COUNTY INITIALS

CONTRACTOR INITIALS_____

Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

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

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

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

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

6.12. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the

disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

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

6.21. Waiver. The delay or failure of either party at any time to require performance or

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

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

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

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

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

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

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

Chair, Board of Supervisors

Date: _____

CONTRACTOR

Dale Harris, DDS

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel



Date: 1/10/2018

EXHIBIT A

SCOPE OF WORK AND FEE SCHEDULE

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



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

103

DATE: February 6th, 2018

TO: Honorable Board of Supervisors

FROM: Sheriff Gregory Hagwood

RE: Agenda Items for the meeting of February 6th, 2018

It is recommended that the Board:

Adopt Resolution that allows the Sheriff to apply for and administer state funding through a grant with the California Dept. of Parks and Recreation Department Off-Highway Motor Vehicle Division.

Background and Discussion:

The Sheriff's Office has been receiving funding from the OHV Division of Calif. State Parks and Recreation for more than 20 years. This resolution is a yearly process necessary for continued funding through the state for the Sheriff's Office OHV program.

The current application calls for a new resolution by your Board that allows the Sheriff to apply for and administer a grant through California Dept. of Parks and Recreation. There will be a 25% matching funds requirement to this application that is easily met by in-kind activities within the Sheriff's Office (i.e. Calls handled on regular patrol assignments that involve Off Highway Vehicles and related Search and Rescue calls) as well as OHV In-Lieu Funds received from the state that are earmarked and spent on the department's OHV/OSV program. The Sheriff's Office has never relied on general funding to meet this requirement. This grant cycle should be no different.

Approved as to form by County Counsel.



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

104

Memorandum

DATE: January 29, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood
RE: Agenda Item for the meeting of February 6, 2018

RECOMMENDATION:

Authorize the Sheriff to recruit and fill a Correctional Sergeant's position in the Correctional Facility.

BACKGROUND & DISCUSSION:

The Plumas County Sheriff's Office requests authorization to recruit and fill a Correctional Sergeant's position. The vacancy was due to a resignation and is allocated and funded in the 2017/2018 fiscal year.



Boy Scouts of America

Nevada Area Council, Lassen District
P.O. Box 367
Chester, CA 96060

1D

December 20, 2017

Plumas County Board of Supervisors
520 Main Street
Quincy, CA 95971

ATTN: Kevin Goss

On behalf of the scouts and volunteers in the Lassen District, Boy Scouts of America, Nevada Area Council I would like to take another opportunity to thank the Plumas County Board of Supervisors for their continued support of our local scout units.

Your permission for the Lassen District to use the Taylorsville Park site for our annual Camp-o-ree in 2014 was a major factor in the successful event we all enjoyed. Your waiver of the daily use fees was in no small part a reason for the good number of scouts that attended. The attendees cover all costs of these events. Over fifty Boy Scouts and leaders gathered for two days of camping, comradely and training. All of the scouts that attended completed the Boy Scout "Search & Rescue" merit badge. The positive comments about the site were overwhelming.

The scout leaders have asked me to request permission to use the Taylorsville Park site again this year. We believe the central location and great facility will draw even more of the districts scout units to this training event which we would like to schedule for May 4-6, 2018. (Friday evening through Sunday AM) As in previous years it is always our tradition to coordinate a service project at every site we use.

I thank you for your consideration of our request and we would certainly invite all of you to come and enjoy all or any part of the event.

Sincerely,

Gregg Scott
Lassen District Commissioner
Boy Scouts of America

Plumas County MUSEUM

500 JACKSON STREET • QUINCY, CALIFORNIA 95971 • (530) 283-6320

1/E

January 20, 2018

TO: Honorable Board of Supervisors

FROM: Scott Lawson, Museum Director 

RE: Request to Close Museum January & February 2018

Over the past several years the Plumas County Museum has been authorized to close to the public for the months of January and February to allow staff and volunteers the ability to sort, file, catalog and otherwise take care of the numerous items in our collections. It also allows us time and space to create new displays and renovate existing ones. We still have a large number of Plumas County Court records to file. At the same time, we are fulfilling numerous requests from the public via email, phone and often in person.

We have also purchased a new Point-of-Sale cash register system that we are having issues with in setting up and will need some time to finish it. There are also several exhibit cases that require new lighting fixtures and the volunteer who does that work won't be available until mid-February. These cases require removal of the entire contents, something we would rather not do when we have visitors.

It is the recommendation of the Museum Director, the Plumas County Museum Board of Trustees and the Museum Board of Directors that the Board of Supervisors grant this request.

Any questions may be directed to Scott Lawson, Museum Director, 283-6320 or pcmuseum@psln.com.

Thank you.



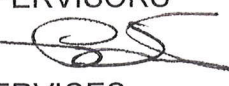
ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

(530) 283-6350

Fax: (530) 283-6368

DATE: JANUARY 25, 2018
TO: HONORABLE BOARD OF SUPERVISORS
FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 6, 2018, CONSENT AGENDA
RE: RATIFICATION OF A CONTRACT WITH BENNET ENTERPRISES FOR THE
REPAIR OF VEHICLES IN THE DEPARTMENT OF SOCIAL SERVICES

It is Recommended that the Board of Supervisors:

1. Ratify the enclosed agreement between the Department of Social Services and Bennet Enterprises for the repair of vehicles in the Social Services Department.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Department of Social Services to extend the agreement for an additional period not to exceed twelve months subject to an agreement regarding compensation.

Background and Discussion

A vehicle in the Department of Social Services fleet hit and ran over a deer while engaging in a transport of children for a parental visit. While the vehicle was still drivable and completed the trip to Quincy, damage was severe enough to require repairs. Bids were received and the vehicle has been repaired, but the cost exceeded the amount subject to Department Head approval thresholds.

The Department requests that the Board ratify the enclosed agreement and authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.

Financial Impact

Funds are available in the approved Social Services budget plan.

Other Agency Involvement

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

Copy: DSS Managers (memo only)

Enclosure

Services Agreement

This Agreement is made 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"), and Bennett Enterprises (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 (Scope of Work).
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Four Thousand Nine Hundred Ninety-Nine Dollars and No/100 (\$4,999.00).
3. Term. The term of this Agreement commences July 1, 2017 and shall remain in effect through June 30, 2018, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Bennett Enterprises from July 1, 2017 to date of approval of this Agreement by the Board of Supervisors.
4. Extension. This Agreement may be extended for two additional periods not to exceed twelve calendar months for a total of 3 years subject to an agreement by both 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. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Warranty and Legal Compliance. The services provided under this Agreement shall be completed promptly and competently. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
9. 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.
10. 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.
11. 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.

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

20. 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.
21. 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.
22. 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.
23. 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
270 County Hospital Road, Suite 207
Quincy, CA 95971
Attention: Elliott Smart, Director

Contractor:

Bennett Enterprises
43 B Alta Avenue
Quincy, CA 95971
Attention: Mark Bennett, Owner

24. 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.
25. 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.
26. Non-exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to the services contemplated by this Agreement.

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

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

CONTRACTOR:

Bennett Enterprises, a California
company

By: _____

Name: Mark Bennett

Title: Owner

COUNTY:

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

By: _____

Name: Elliott Smart

Title: Director

Approved as to form:

Plumas County Counsel

By:  1/3/2018
Deputy County Counsel

EXHIBIT A

Scope of Work

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

EXHIBIT B

Fee Schedule

1. Labor shall be charged at the following per hour rates: \$72 for body repair work; \$72 for painting; \$72 for frame repair work; \$72 for mechanical repair work.
2. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.
3. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.




ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

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

DATE: JANUARY 22, 2018
TO: HONORABLE BOARD OF SUPERVISORS
FROM: ELLIOTT SMART, DIRECTOR 
DEPARTMENT OF SOCIAL SERVICES
SUBJ: BOARD AGENDA ITEM FOR FEBRUARY 6, 2018, CONSENT AGENDA
RE: RATIFICATION OF A CONTRACT WITH PLUMAS RURAL SERVICES
FOR IN-HOME PARENTING SUPPORT

It is Recommended that the Board of Supervisors:

1. Ratify a contract with Plumas Rural Services, Inc. for Family Preservations services provided in the home for children and their families in the Child Welfare System.
2. Authorize the Director of the Department of Social Services to sign the agreement as the Board's designee.
3. Authorize the Department of Social Services to execute two twelve-month extensions of the agreement subject to an agreement by the parties regarding the scope of services and compensation.

Background and Discussion

The provision of in-home parenting support has been a long-standing element in the Department of Social Services' set of supportive services for children and their families when they are in the Child Welfare system. Since the initiation of Federal funding for services connected with preservation of safe and stable families, the Department has kept such an element in our Child Welfare Services Outcome and System Improvement Plans. This year, a new three-year Outcome and System Improvement Plan has been approved for the Department of Social Services. The plan, which has been approved by the state continues to set aside funds for Family Preservation Services.

With that background in place, the Department requests that the Board of Supervisors ratify a contract with Plumas Rural Services, continuing the delivery of family preservation services for FY 2017-2018. Additionally, the Department requests the authority to execute extensions of this agreement for two additional terms of 12 months each subject

to agreement regarding the scope of work to be performed and an agreement regarding compensation for services.

Financial Impact

The agreement before your Board today provides for total compensation for the current fiscal year of \$15,000. The funds are appropriated in the Department of Social Services approved budget plan for the current year. The source for funding this program includes Federal Family Preservation funding and State CWS System Improvement funds. There is no impact to the County General Fund.

Other Agency Involvement

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

Copies: PCDSS Management (memo only)

Enclosure

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

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 amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00).
3. Term. The term of this Agreement commences July 1, 2017 and shall remain in effect through June 30, 2018, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Plumas Rural Services from July 1, 2017 to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.
5. Extension. This Agreement may be extended for two additional periods not to exceed twelve calendar months for a total of 3 years subject to an agreement by both parties regarding compensation. Such an extension shall be evidenced in writing and signed by both parties.
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 shall guarantee all parts and labor for a period of one year following the expiration of the term

of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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 approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties

and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a

financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Plumas County Dept. of Social Services
Elliott Smart, Director
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971

Contractor:

Plumas Rural Services, Inc.
Michele Piller, Executive Director
586 Jackson Street
Quincy, CA 95971

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. 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. **NOTE: Only for contracts in excess of \$10,000.]**

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

CONTRACTOR:

Plumas Rural Services, Inc.

By: _____
Name: Michele Piller
Title: Executive Director
Date signed:

COUNTY:

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

By: _____
Name: Elliott Smart
Title: Director
Date signed:

APPROVED AS TO FORM:

 1/16/2018

Plumas County Counsel

EXHIBIT A

Scope of Work

PLUMAS RURAL SERVICES will provide family support services throughout Plumas County in these four service areas; **Family Support, Family Preservation, Adoption Promotion and Support, and Time Limited Family Reunification.**

To this end, PLUMAS RURAL SERVICES will:

- Maintain regular contact with the Plumas County Department of Social Services (PCDSS);
- Accept referrals from PCDSS of at-risk families who have voluntarily agreed to accept intensive in-home services from a qualified home visitor at least 2 times a month;
- Accept referrals from PCDSS of adoptive families;
- Complete a risk assessment of all at-risk referred families within 30 days of referral;
- Based on initial and assessments, home visitor will prioritize the services that will be provided to referred families. These services may include:
 - Crisis Counseling
 - Family Counseling and advocacy
 - Referrals to other agencies and services
 - Parent Education and support
 - Participation in multidisciplinary team meetings
 - Assistance with budgeting
 - Providing relapse prevention
 - Teaching communication skills
 - Domestic Violence prevention
 - School support and advocacy
 - Assistance with employment, medical and other applications
 - Adoption information and support
 - Other services as needed
- Provide on-call crisis management while working with at-risk families;
- Be mandated reporters and make reports to Social Services when abuse and/or neglect is suspected;
- Collect and compile information for quarterly and annual reports.



ELLIOTT SMART
DIRECTOR

DEPARTMENT OF SOCIAL SERVICES AND PUBLIC GUARDIAN

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

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

DATE: JANUARY 25, 2018

TO: THE HONORABLE BOARD OF SUPERVISORS

FROM: ELLIOTT SMART, DIRECTOR
DEPARTMENT OF SOCIAL SERVICES

SUBJ: AGENDA ITEM FOR FEBRUARY 6, 2018, CONSENT AGENDA

RE: APPROVAL AND AUTHORIZATION TO RATIFY A CONTRACT TO
CONTINUE DESIGNATED ACTIVITIES ASSOCIATED WITH THE CHILD
WELFARE SERVICES OUTCOME IMPROVEMENT PROJECT (CWSOIP)

It is Recommended that the Board of Supervisors:

1. Ratify the enclosed contract for the Nurturing Parent Program operated through Plumas Rural Services and authorize the Social Services Director to sign the contract as the Board's designee.
2. Authorize the Department of Social Services to extend the agreement for an additional period not to exceed twelve calendar months, subject to the continuing availability of State General Fund support for this program and an agreement regarding the scope of work to be performed and compensation available under an extended agreement.

Background and Discussion

Since July, 2005, the Department of Social Services has been engaged in activities associated with the Child Welfare Services Outcome Improvement Project (CWSOIP). Outcome Improvement is a set of systematic steps and program changes that are targeted to improving the safety of children that come into contact with or who are at risk of coming into contact with the child welfare system.

During the twelve years that the Department has been engaged in CWSOIP, your Board has approved several Child Welfare Program Self-Assessments and Outcome Improvement Plans. Elements of the projects are focused on shared responsibility (typically with community based partners) to promote child safety and early intervention to keep at-risk families from entering the formal dependency system. The project that is before your Board is an initiative through Plumas Rural Services that directs activities toward strengthening families through a set of Nurturing Parent courses designed to promote parent strengths and intended to keep families out of the Child Welfare System.

Contract approval for this service has been delayed due to administrative issues including the approval of budgets and the approval of a continuing SWOIP that is the guiding plan for system improvement initiatives.

The Department requests that the Board ratify the contract with PRS which continues the Department's investment in the Differential Response and CWSOIP initiatives through the Nurturing Parent program.

Financial Impact

The contract total is for \$45,000. Funds for this agreement are available from the Department of Social Services 2011 Public Safety Realignment block grant for Child Welfare Services. There is an approved appropriation in the 2017-2018 County Budget for these services.

Other Agency Involvement

The enclosed agreement has been approved by County Counsel.

Copies: PCDSS Management Staff (memo only)

Enclosures: Proposed Contract with PRS

Services Agreement

This Agreement is made 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 Rural Services (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

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 FORTY FIVE THOUSAND DOLLARS (\$45,000.00).
3. Term. The term of this Agreement commences July 1, 2017 and shall remain in effect through June 30, 2018, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Plumas Rural Services from July 1, 2017 to date of approval of this Agreement by the Board of Supervisors.
4. Extension. This Agreement may be extended for an additional period not to exceed twelve calendar months for a total of 2 years subject to an agreement by both 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 approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this Agreement.
16. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Plumas Rural Services
586 Jackson Street
Quincy, CA 95971
Attention: Michele Piller, 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 Rural Services a
California Corporation

By: _____

Name: Michele Piller

Title: Executive Director

Date: _____

COUNTY:

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


By: _____

Name: Elliott Smart

Title: Social Services Director

Date: _____

Approved as to Form:

 1/16/18

Plumas County Counsel

EXHIBIT A**Nurturing Parenting Critical Support****SCOPE OF WORK**

Parents in Plumas County, including those mandated through Child Welfare Services to attend parenting classes, can participate in a 8-week Nurturing Parenting course through Plumas Rural Services using the evidence-based Nurturing Healthy Families curriculum. The scope of work for this proposed effort includes a complementary follow-up piece specifically for mandated parents to receive additional short-term, intensive services to build their positive parenting skills.

All parents participating in the Nurturing Parenting classes take a pre- and post-survey to gather data on the program's efficacy and where improvements can be made. Mandated parents will indicate on their post-survey whether they have an interest in meeting with PRS' Family Educator. Child Welfare Services may also refer parents to the Family Educator for whom in-home critical support would be beneficial. PRS' Family Educator contacts self-referred and CWS-referred parents to review their needs and develop a prioritized plan for in-home support and additional appropriate resources. A wide variety of curriculum is used, including Nurturing Healthy Families, Art Therapy for Trauma, as well as others, depending upon need. PRS' Clinical Manager will provide clinical case consultation as necessary and support for the Family Educator in developing and implementing family plans. The timeline for services depends upon individual family need and involvement.

Beyond those parents mandated to attend parenting classes, PRS will provide the intense, one-on-one parenting assistance for families identified and referred by the Child Welfare Services. These families can receive services for a period of time identified by the Child Welfare Services case worker. While the term of service will depend upon the family, their specific situation, and their case plan, all parties would understand from the beginning that this is not a long-term support situation.

PRS will provide quarterly and annual reports to include number of families served, number of parents/caregivers served, number of children served, number of home visits provided, and number of referred families unserved with the reason.

EXHIBIT B

PLUMAS RURAL SERVICES

Nurturing Parenting Critical Support

7/1/2017 through 6/30/2018

ITEM	BASIS	AMOUNT
PERSONNEL		
Julie Hatzell, Family Educator	25 hrs/wk X 12 months	\$20,410.00
Heather Caiazzo, Clinical Manager	1 hr/wk X 12 months	542.04
Benefits		8,775.67
Total Personnel		\$29,727.71
OPERATING		
Rent	Federal Formula	\$789.75
Utilities	Based on space allocation use	409.11
Cell Phone	\$39.99/month	479.88
Training		1,250.00
Internet	Based on space allocation use	27.49
Insurance	1.33% of agency FTE's X \$28,000	372.40
Audit	1.33% of agency FTE's X \$27,000	359.10
Therapeutic Supplies	Journals, games, toys, etc.	300.00
Supplies		555.00
Mileage	9,000 miles/year X \$.54/mile	4,860.00
TOTAL OPERATING		\$9,402.73
	SUBTOTAL	\$39,130.44
Indirect	15% of Direct Charges	\$5,869.57
TOTAL		\$45,000.00



DEPARTMENT OF FACILITY SERVICES & AIRPORTS

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

Dony Sawchuk
Director

Board Date: February 6, 2018

To: The Honorable Board of Supervisors

From: Dony Sawchuk, Director

Subject: **Authorize the Department of Facility Services to recruit and fill funded and allocated 1.0 FTE Building & Grounds Maintenance Worker II.**

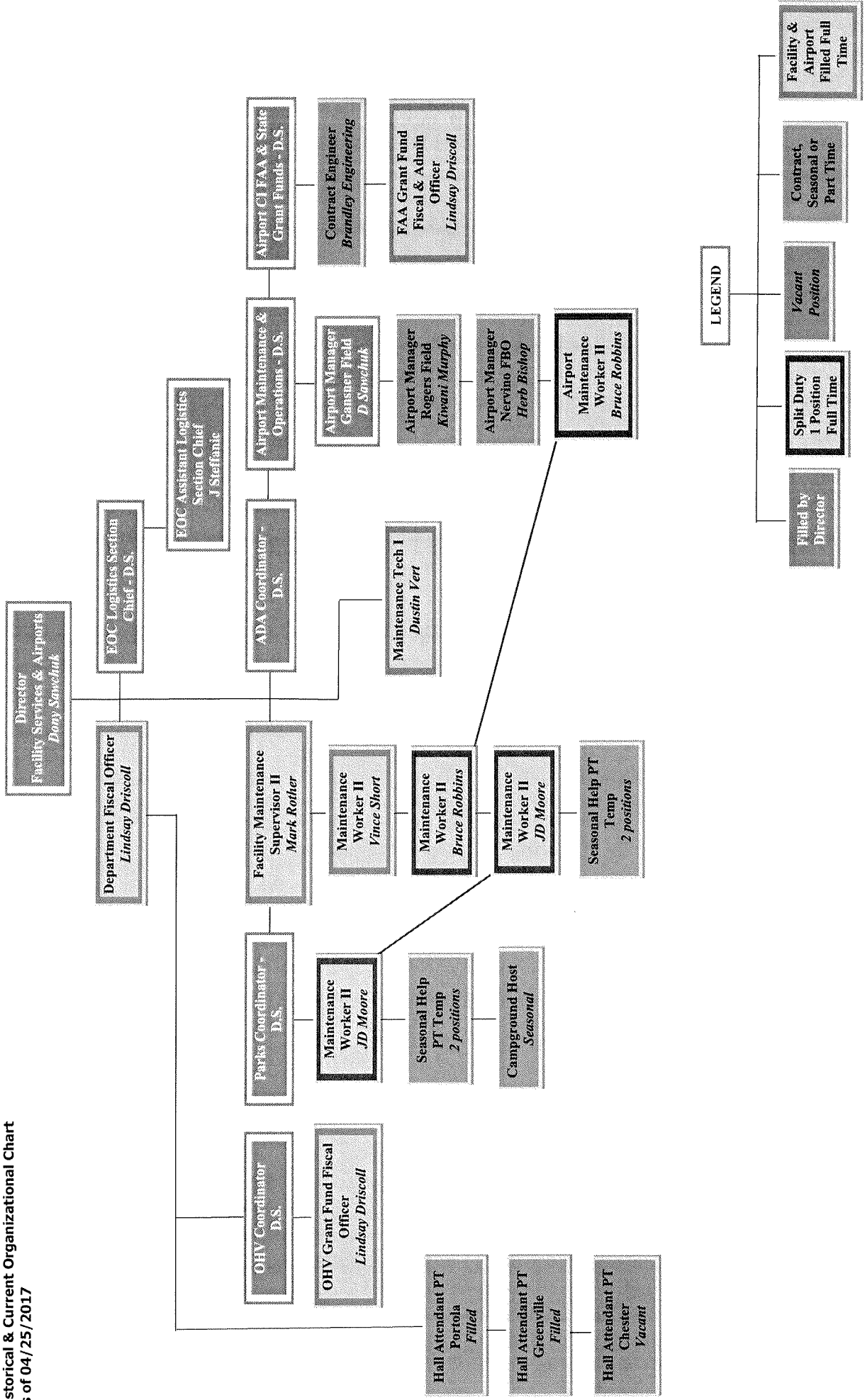
Background

On February 20, 2018, the current Maintenance Supervisor will be retiring after over 28 years of service with the County. We flew that position in house and selected one of our current Maintenance Workers. This will leave a vacant position that is imperative to fill as soon as possible in order to keep up with the demand of our County facilities.

Recommendation

Authorize the Department of Facility Services to recruit and fill funded and allocated 1.0 FTE Building & Grounds Maintenance Worker II.

Department of Facility Services & Airports
Historical & Current Organizational Chart
As of 04/25/2017



PLUMAS COUNTY CLERK~RECORDER

Recorder Division (530) 283-6218
Elections Division (530) 283-6256



520 Main Street, Room 102, Courthouse
Quincy, CA 95971 Fax: (530) 283-6155

DATE: January 19, 2018
TO: The Honorable Board of Supervisors
FROM: Kathy Williams, Plumas County Clerk-Recorder
SUBJECT: Authorize the County Clerk-Recorder Department to
recruit and fill the funded and allocated 1.0 FTE
Assistant County Clerk-Recorder with a future start
date of June 30, 2018

Kathy Williams
Clerk – Recorder
Registrar of Voters
kathywilliams@countyofplumas.com

Melinda Rother
Assistant
melindarother@countyofplumas.com

Background

On June 29, 2018, the current Assistant County Clerk-Recorder will be retiring after 20 years of service with the County. Due to current budgetary limitations, the department will not be able to fund an overlap of positions. In order to facilitate a smooth transition during an especially intense election cycle, the department needs to recruit and develop a qualified list of applicants and fill the position with a specified starting date of June 30, 2018.

Recommendation

It is recommended that the Board authorize the County Clerk-Recorder to recruit and fill the funded and allocated 1.0 FTE Assistant County Clerk-Recorder position now with a future state date of June 30, 2018.

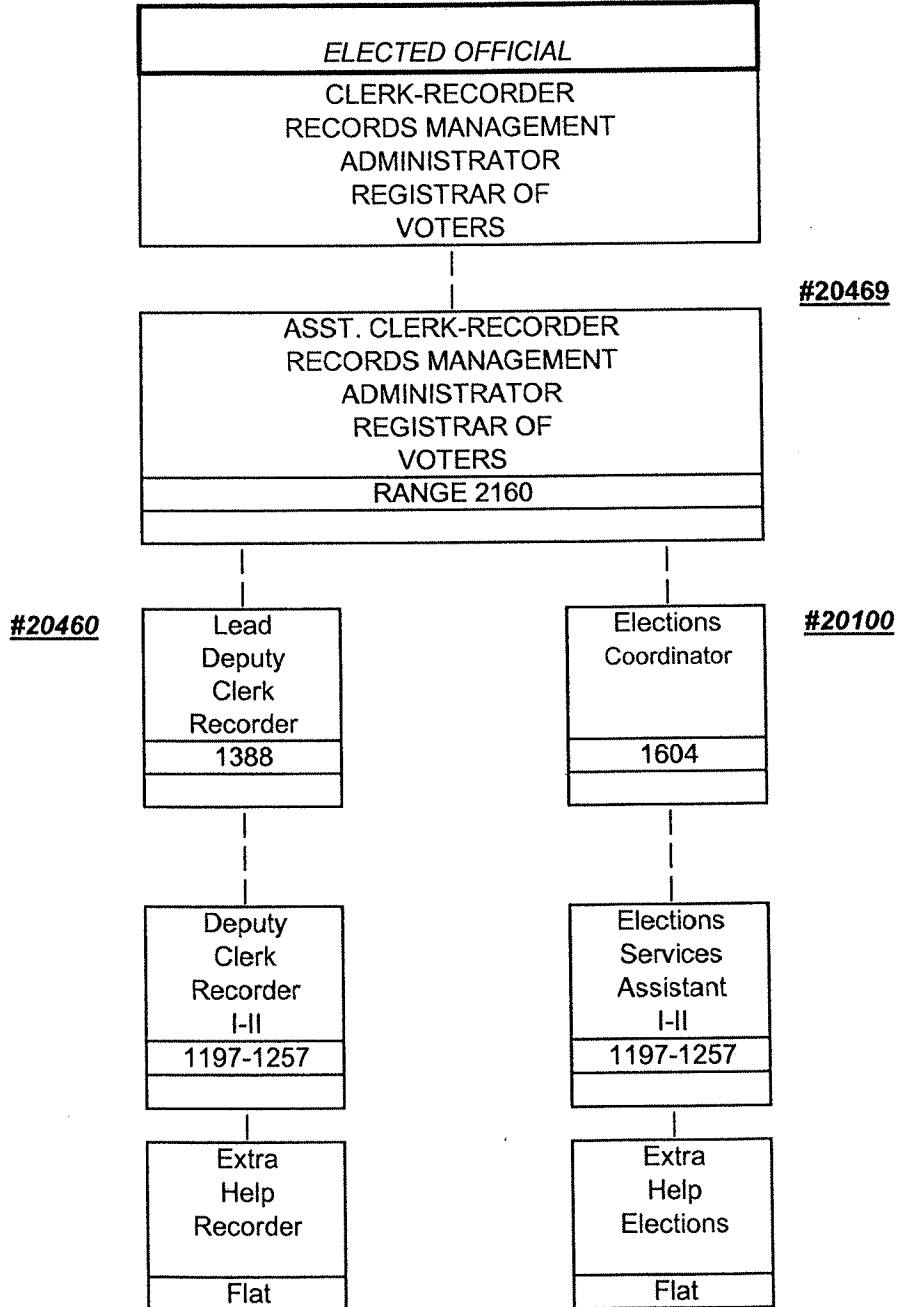
QUESTIONS FOR STAFFING CRITICAL POSITIONS
WHICH ARE CURRENTLY ALLOCATED

ASSISTANT COUNTY CLERK-RECORDER

- Is there a legitimate business, statutory or financial justification to fill the position?
Having an Assistant County Clerk-Recorder is imperative in leading the department and handling daily decisions necessary in running the department.
- Why is it critical that this position be filled at this time?
We are requesting that this position be filled as soon as the incumbent retires on June 29, 2018 to facilitate a seamless transition during peak election cycles.
- How long has the position been vacant? ***It will become vacant on June 29, 2018.***
- Can the department use other wages until the next budget cycle? ***The department's wage and benefits portion of the 2017/18 budget includes funding for this position.***
- What are staffing levels at other counties for similar departments and/or positions? ***The majority if not all other counties have an assistant position that can be responsible for daily functions of the department along with or in the absence of the department head.***
- What core function will be impacted without filling the position prior to July 1? ***Several county functions such as the November 6, General Election, daily land title recording transactions, monthly auditor reports, monthly accounting functions and daily staff supervision would all be affected.***
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? ***None.***
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to the other County departments? ***None.***
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? ***No.***
- Does the budget reduction plan anticipate the elimination of any of the requested positions? ***No.***
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of the positions may impact positively or negatively the need for general fund support? ***None.***
- Does the department have a reserve? ***N/A.*** If yes, provide the activity of the department's reserve account for the last three years?

ORGANIZATIONAL CHART

CLERK-RECORDER & ELECTIONS



BIG FISH CREATIONS

When you need to get noticed – swim upstream.

2

County of Plumas
Board of Supervisors
520 Main Street
Quincy, Ca 95971

January 5, 2018

RE: Consideration for Visitor Guide Ad

To the members of the Plumas County Board of Supervisors,

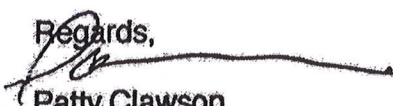
Once again, you have an opportunity to place media with the Plumas County Visitor Guide. Last year, the county places a 1/2 page ad at the cost of \$725.00 and promoted Plumas County through a concerted ad enticing visitors to keep on exploring.

This year, Big Fish Creations is asking the board if they would like to place another ad, and we recommend choosing the previous size ad taken, but you can consider the following options:

1. 1/4 Page ad \$435
2. 1/8 Page ad \$275

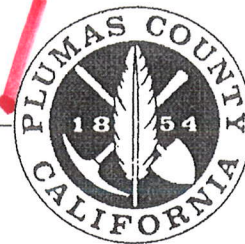
Should you choose to place an ad, Big Fish Creations will layout and design the ad under the current retainer, and present creative concepts to the board on the meeting scheduled. The artwork deadline for the Visitor Guide ad is February 5, 2018.

Regards,


Patty Clawson
Marketing Manager
Big Fish Creations

PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: January 13, 2108

To: Honorable Board of Supervisors

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

Subject: Authorize Auditor/Controller to transfer \$400,000 from 0096J Capital Improvements to 0001 General Fund to be used for General Fund match for jail construction as required by SB 844 jail grant funding.

Recommendation:

Authorize Auditor/Controller to transfer \$400,000 from 0096J Capital Improvements to 0001 General Fund to be used for General Fund match for jail construction as required by SB 844 jail grant funding.

Background:

In order to qualify for the SB844 state funding for the construction of a new jail, matching funds in the amount of \$400,000 must be appropriated from General Fund sources. The General Fund budget for Fiscal Year 2017/18 included \$400,000 for the Biomass project that is currently in process. An alternative funding source has been identified for the Biomass project, which frees up the General Fund so that \$400,000 of General Fund money can be appropriated for the jail construction project instead, and thereby establish the nature of the contribution to the jail construction project as coming from General Fund sources.

To pay for the Biomass project, it is hereby proposed that \$400,000 be transferred from Fund 0096J Capital Improvements Jail to Fund 0001 General Fund. The funding in 0096J was borrowed as part of the Lease Financing Agreement when the COP's were refunded in June, 2015. The \$2 million was intended to be used for the jail project or other capital projects if the jail funding was not awarded to the County. In reviewing the County's grant application, the BSCC has raised some concerns that the California Department of Finance may not view these funds as General Fund money. The Biomass project expenditures are qualified capital expenditures, so the proposal is to pay for the Biomass from the borrowed funds and fund the jail match from the General Fund budget.

To facilitate tracking of expenditures from the matching funds, expenditure account #54844 PCJP – SB844 GF Match has been set up for jail-related expenditures in Fund 0001/ Department 20020. A separate cash account will also be established in Fund 0001 General Fund so that the jail matching funds are readily identifiable in the accounting system. A Supplemental Budget for Department 20020 will be presented as a separate agenda item.

Respectfully submitted,

Roberta M. Allen, CPA
Plumas County Auditor/Controller

PLUMAS COUNTY AUDITOR / CONTROLLER

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



Date: January 31, 2018

To: Honorable Board of Supervisors

From: Roberta M. Allen, Auditor / Controller

Subject: Approve Supplemental Budget for Fund 0001 General Fund, Department 20020 General Services and appropriation of \$400,000 in account #54844 PCJP-SB844 GF MATCH to be used for General Fund match for the Plumas County Jail Project as required by SB844

Recommendation:

Approve Supplemental Budget for Fund 0001 General Fund, Department 20020 General Services and appropriation of \$400,000 in account #54844 PCJP-SB844 GF MATCH, to be used for the General Fund match for the Plumas County Jail Project as required by SB844

Analysis:

Approval of the SB844 jail funding requires identification of General Fund monies to be used for the required General Fund match. In order to establish the General Fund nature of Plumas County's contribution to the jail project, the proposal is to budget \$400,000 in Fund 0001 General Fund, Department 20020 General Services in account #54844 PCJP-SB844 GF MATCH.

Respectfully submitted,

Roberta M. Allen, CPA
Plumas County Auditor/Controller

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: General Services Dept. No: 20020 Date 1/12/2018

The reason for this request is (check one):

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

Approval Required

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

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20020	48000	Transfer from 0096J for Biomass	400,000.00
Total (must equal transfer to total)				400,000.00

☐ **TRANSFER TO OR** ☒ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20020	54844	PCJP-SB844 GF MATCH	400,000.00
Total (must equal transfer to total)				400,000.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Jail grant per SB 844 requires GF match of \$400,000.

B) Biomass project budget of \$400,000 to be paid from \$2 million borrowed with lease financing arrangement entered into in June, 2015.

C) Approval of the SB-844 jail funding requires identification of GF monies to be used as GF match.

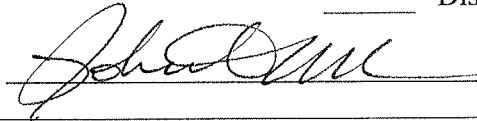
D)

Approved by Department Signing Authority:

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:



Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

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

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

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



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

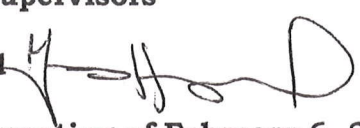
1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

3B1

Memorandum

DATE: January 29, 2018

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Item for the meeting of February 6, 2018

RECOMMENDATION:

Approve and sign attached Resolution stating the County has set aside \$400,000.00 from property tax revenue to fund the County's portion of the SB 844 Jail Construction Project.

BACKGROUND & DISCUSSION:

On June 8, 2017 Plumas County was awarded \$25,000,000.00 under SB 844 to construct a new Correctional Facility. The State Board of Community Corrections requested the County identify the source of the County's \$400,000.00 portion to fund the project. The attached Resolution outlines the County's funds will come from the general fund property tax revenue sources to fund the County's portion of the cost of the project.

RESOLUTION NO. _____

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS
CONFIRMING AND IDENTIFYING SOURCE OF COUNTY CASH CONTRIBUTION FUNDS
RELATING TO SB 844 ADULT LOCAL CRIMINAL JUSTICE FACILITIES CONSTRUCTION
FINANCING PROGRAM**

WHEREAS, the State of California has made a lease revenue bond financing program available to construct and renovate adult local criminal justice facilities through the SB 844 Adult Local Criminal Justice Facilities Construction Financing Program (“the SB 844 Financing Program”); and

WHEREAS, eligible projects may include (1) improved housing with an emphasis on expanding program and treatment space as necessary to manage the adult offender population or (2) custodial housing, reentry, program, mental health, or treatment space necessary to manage the adult offender population under the jurisdiction of the sheriff or county department of corrections; and

WHEREAS, the County of Plumas, (the “County”) has selected the parcels located at 50 Abernathy Lane and 125 South Redberg Avenue, in Quincy, California, as an appropriate site for a correctional facility; and

WHEREAS, pursuant to Resolution No. 17-8226 adopted February 7, 2017, the Board of Supervisors of the County of Plumas authorized the Plumas County Sheriff to submit an application for state bond financing under the SB 844 Financing Program; and

WHEREAS, the foregoing Resolution No. 17-8226 made certain determinations and orders in Paragraphs B., C., D., and E. of such Resolution relating to Plumas County’s cash contribution funds as described in the County’s SB 844 Financing Program Proposal Form; and

WHEREAS, it is necessary and appropriate to more precisely identify the character and sources of the Plumas County’s cash contribution funds to confirm the representations, determinations and orders of Resolution No. 17-8226;

NOW THEREFORE, the Board of Supervisors of the County of Plumas resolves and orders that:

1. The facts and circumstances set forth in above recitals are true and correct.
2. The County of Plumas has set aside and appropriated the sum of Four Hundred Thousand Dollars (\$400,000) derived solely from general fund property tax revenue sources as and for its cash match as described above and in the documentation accompanying the County’s SB 844 Financing Program Application Form (the “Application”) for the project described in the Application.

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California this 6th day of February 2018, by the following vote:

AYES: SUPERVISORS

NOES: SUPERVISORS

ABSENT: SUPERVISORS



GREGORY J. HAGWOOD
SHERIFF/CORONER

Office of the Sheriff

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

362

DATE: January 17, 2018
TO: Honorable Board of Supervisors
FROM: Sheriff Gregory Hagwood
RE: Agenda Item for the meeting of Feb 6, 2018

Recommended Action:

Review and the Chair sign a service agreement with Sierra Electronics for 2018-2020.

Background and Discussion:

The Sheriff's Office and Sierra Electronics have a long-term relationship with the latter supplying needed communication systems maintenance, systems replacement and project support. The attached contract has the same terms as previous contracts approved by your Board, with one exception- the term has been moved to three years instead of one. The Sheriff's Office was able to secure rate (which essentially have not changed since 2000) for an additional three years making the longer term contract more attractive.

While the contract cap is at \$350,000 per year, the base fee paid to Sierra Electronics is just over \$30,000 per year, with the balance available for unanticipated issues or new projects. The base fee provides 24/7 response to all communication infrastructure needs as well as shop and depot level repair of mobile and portable radios.

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

Do to the length of the contract a copy is on file with the Clerk of the Board.

301

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: January 2, 2018

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
FEBRUARY 6, 2018
RE: APPROVE RESOLUTION TO AMEND THE JOB
CLASSIFICATIONS AFFECTED BY SCHEDULE FOR
CALIFORNIA MINIMUM WAGE RATE FOR 2017-2023
EFFECTIVE JANUARY 1, 2018

IT IS RECOMMENDED THAT THE BOARD:

Approve Resolution to amend job classification wage ranges affected by the increase in minimum wage based on the Schedule for California Wage Rate 2017-2023. The minimum wage for 2018 is set at \$11.00 per hour and will increase for the next four (4) years an additional dollar per year. The minimum wage increase will cap in 2022 at \$15.00 per hour.

BACKGROUND AND DISCUSSIONS

Although there are some exceptions, almost all employees in California must be paid the minimum wage as required by state law. Effective January 1, 2017, the minimum wage for all industries increased to \$10.50 per hour. Although we have increased wage rates over the past two years with cost of living increases, we currently have job classifications that fall below the minimum wage threshold of \$11.00 per hour.

From January 1, 2017, to January 1, 2022, the minimum wage will increase for employers employing 26 or more employees. This increase was delayed one year for employers employing 25 or fewer employees, from January 1, 2018, to January 1, 2023. The scheduled increases may be temporarily suspended by the Governor, based on certain determinations. There are no temporary changes at this time. The increases to the minimum wages are required by California law that governs the minimum wage rates.

The minimum wage shall be adjusted on a yearly basis through 2023 according to the pre-set schedule as shown in the table.

Schedule for California Minimum Wage rate 2017-2023

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2017	\$10.00/hour	\$10.50/hour
January 1, 2018	\$10.50/hour	\$11.00/hour
January 1, 2019	\$11.00/hour	\$12.00/hour
January 1, 2020	\$12.00/hour	\$13.00/hour
January 1, 2021	\$13.00/hour	\$14.00/hour
January 1, 2022	\$14.00/hour	\$15.00/hour
January 1, 2023	\$15.00/hour	

Most employers in California are subject to both the federal and state minimum wage laws. Also, local entities (cities and counties) are allowed to enact minimum wage rates and several cities have recently adopted ordinances which establish a higher minimum wage rate for employees working within their local jurisdiction. The effect of this multiple coverage by different government sources is that when there are conflicting requirements in the laws, the employer must follow the stricter standard; that is, the one that is the most beneficial to the employee. Thus, since California's current law requires a higher minimum wage rate than does the federal law, all employers in California who are subject to both laws must pay the state minimum wage rate unless their employees are exempt under California law.

The attached resolution provides the list of Job Classifications that are affected by the new 2018 minimum wage of \$11.00 an hour. This new increase also affects those positions that are considered a progressive series of classifications. For example, Office Assistant I Probation is listed as \$10.71 per hour and by increasing this classification range to \$11.00, the new minimum wage, this affects the Office Assistant II and Office Assistant III entry wages. Keeping the wage ranges consistent with five percent (5%) step increases for this classification series.

In looking forward, I have compiled a list of job classifications that will be affected in the next four (4) years according to the Schedule for California Minimum Wage Rate 2017 – 2023. Exhibit A

I recommend that the Board adopt the attached Resolution with an effective date of January 1, 2018.

RESOLUTION NO. 2018- _____

**RESOLUTION TO AMEND FISCAL YEAR 2017-2018 JOB CLASSIFICATIONS
AFFECTED BY CALIFORNIA MINIMUM WAGE RATE SCHEDULE 2017-2023**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2017/2018 Job Classification Plan covering all positions in the County service; and

WHEREAS, these positions are necessary in the daily operational needs of the various County Departments; and

WHEREAS, this needed update was recognized by the Human Resources Director who is now requesting approval of this resolution to amend the 2017-2018 job classification wage rates; and

WHEREAS, the effective date of these Resolution will be effective January 1, 2018 in accordance with Schedule for California Minimum Wage Rate 2017-2018; and

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

Approve the amendments to the Fiscal Year 2017/2018 Job Classification Plan for the following positions based on the Schedule for California Minimum Wage Rate 2017-2018:

Job Classifications	Unit	Previous Rate	New 2018 Rate
Assistant Cook	GEN	\$10.71	\$11.00
Head Cook	GEN	\$10.86	\$11.55
Engineering Aide	GEN	\$10.71	\$11.00
Health Aide I	GEN	\$10.71	\$11.00
Health Aide II	GEN	\$10.86	\$11.55
Library Aide	GEN	\$10.86	\$11.00
Library Literacy Clerk	GEN	\$10.71	\$11.00
Office Assistant I	PROB	\$10.71	\$11.00
Office Assistant II	PROB	\$11.08	\$11.63
Office Assistant III	PROB	\$12.09	\$12.69
Prevention Aide	GEN	\$10.71	\$11.00

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the

County of Plumas, State of California, at a regular meeting of said Board on the 6th day of February, 2018 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

Exhibit A

Minimum Wage Forecast

\$ 11.00 \$ 12.00 \$ 13.00 \$ 14.00 \$ 15.00

		2018	2019	2020	2021	2022
Job Classifications	Unit	Rate	Proposed	Proposed	Proposed	Proposed
Auditor Accounting Tech	GEN	\$ 12.90		*		
Auditor Account Clerk I	GEN	\$ 13.95			*	
Auditor Account Clerk II	GEN	\$ 15.40			*	
Branch Library Assistant I	GEN	\$ 11.99	*			
Branch Library Assistant II	GEN	\$ 13.08	*			
Custodian	GEN	\$ 11.98	*			
BH Administrative Assist I	GEN	\$ 13.55			*	
BH Administrative Assist II	GEN	\$ 14.94			*	
Bldg & Grounds Maintenance Worker I	GEN	\$ 13.22			*	
Bldg & Grounds Maintenance Worker II	GEN	\$ 14.58			*	
Bldg & Grounds Maintenance Worker III	GEN	\$ 16.07			*	
Child Support Assistant	GEN	\$ 12.90		*		
Child Support Specialist I	GEN	\$ 13.55			*	
Child Support Specialist II	GEN	\$ 14.94			*	
Child Support Specialist III	GEN	\$ 16.47			*	
Deputy Clerk Recorder I	GEN	\$ 12.90		*		
Deputy Clerk Recorder II	GEN	\$ 14.22		*		
Driver I	GEN	\$ 13.22			*	
Driver II	GEN	\$ 13.89			*	
Driver III	GEN	\$ 14.58			*	
Election Services Assistant I	GEN	\$ 12.45		*		
Election Services Assistant II	GEN	\$ 13.73		*		
Eligibility Specialist I	GEN	\$ 14.38				*
Eligibility Specialist II	GEN	\$ 15.81				*
Eligibility Specialist III	GEN	\$ 17.64				*
Fiscal & Technical Services Assistant I	GEN	\$ 11.69	*			
Fiscal & Technical Services Assistant II	GEN	\$ 12.90		*		
Fiscal & Technical Services Assistant III	GEN	\$ 14.22		*		
Grant Compliance Assistant	GEN	\$ 14.22				*

Exhibit A

Minimum Wage Forecast

\$ 12.00 \$ 13.00 \$ 14.00 \$ 15.00

		2018	2019	2020	2021	2022
Job Classifications	Unit	Rate	Proposed	Proposed	Proposed	Proposed
Legal Services Assistant I	GEN	\$ 12.90		*		
Legal Services Assistant II	GEN	\$ 14.22		*		
Legal Services Assistant I	PROB	\$ 12.70		*		
Legal Services Assistant II	PROB	\$ 14.00		*		
Library Literacy Assistant I	GEN	\$ 11.98	*			
Library Literacy Assistant II	GEN	\$ 13.22	*			
Library Technician	GEN	\$ 11.99				
Library Literacy Program Coordinator	GEN	\$ 14.94				*
Museum Registrar	GEN	\$ 14.22				*
						*
Office Assistant I	GEN	\$ 13.26		*		
Office Assistant II	GEN	\$ 13.92		*		
Probation Assistant	PROB	\$ 14.70				*
Property Tax Technician	GEN	\$ 12.90		*		
Property Tax Specialist I	GEN	\$ 13.95		*		
Property Tax Specialist II	GEN	\$ 15.40		*		
Public Works Maintenance Worker I	C&T	\$ 13.22			*	
Public Works Maintenance Worker II	C&T	\$ 14.58			*	
Records Management Tech I	GEN	\$ 12.90		*		
Records Management Tech II	GEN	\$ 14.22		*		
Recording Secretary	GEN	\$ 14.94				*
Secretary	GEN	\$ 12.29		*		
Site Manager	GEN	\$ 12.58		*		
Social Worker Aide	GEN	\$ 14.22				*
Treasurer Tax Specialist I	GEN	\$ 13.95			*	
Treasurer Tax Specialist II	GEN	\$ 15.40			*	
Treasurer Tax Technician	GEN	\$ 14.84				*
Veterans Service Representative I	GEN	\$ 14.94				*
Veterans Service Representative II	GEN	\$ 16.47				*
Victim Witness Advocate	GEN	\$ 14.93				*

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DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: December 29, 2017

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
FEBRUARY 6, 2018
RE: RESOLUTION TO AMEND THE JOB CLASSIFICATIONS FOR
CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR FUND #20430
AND CODE ENFORCEMENT OFFICER FUND #20450, AND
AUTHORIZE RECRUITMENT TO FILL BOTH POSITIONS.

IT IS RECOMMENDED THAT THE BOARD:

Approve attached Resolution to amend the job classifications for Chief Deputy Public Guardian/Conservator within Department of Social Services and the Building Department's Code Enforcement Officer.

BACKGROUND DISCUSSION:

Both of these positions, Chief Deputy Public Guardian / Conservator and Code Enforcement Officer, have been vacant for several months. The Department Heads requested revisions to these job descriptions and each department head coordinated with Human Resources to make the recommended changes. Both positions are funded and allocated in Fiscal Year 2017/2018.

Chief Deputy Public Guardian / Conservator (Exhibit A):

Plumas County's Social Services Department has requested a classification and wage review in order to update the department's job classification for the Chief Deputy Public Guardian / Conservator. This position is currently vacant and before the Department begins recruiting to fill this position, they want to bring this position up to date. The updated job description for this classification is attached as Exhibit A.

The Social Services Department job classifications were revised in the past fiscal year. All job descriptions were updated and related wage surveys completed. Meet and confer obligations were completed and the Board of Supervisors were presented with the updated information bringing the Department of Social Services up to date with related wages and job functions. The job classification for Chief Deputy Public Guardian/Conservator is one of the last updates for the Department of Social Services job classifications.

This position is comparable to the Social Worker III based on qualifications for the job classification and we are recommending the same range of 2397 (\$23.97 as the entry Step A hourly rate).

Exhibit A:

- Five Year Cost Plan for Chief Deputy Public Guardian
- Updated Job Description for Chief Deputy Public Guardian / Conservator, Range - 2397
- Current job classification for Chief Deputy Public Guardian / Conservator, approved 11/99, Range – 1780

Code Enforcement Officer (Exhibit B):

This position is funded and allocated under the Code Enforcement Department Fund #20450. This is a General Unit position. The current job classification needed revisions to the job description. The current wage range for this position is 2408 (\$24.08 as the entry Step A, hourly rate). I have worked with the Director of Building Services, Planning Department and Environmental Health bringing this classification in line with the industry standards, current Penal Codes, and County Ordinances to ensure relevant job description.

Exhibit B:

- Job Description for Code Enforcement Officer, range - 2408
- Current job classification for Code Enforcement Officer, range - 2408

The meet and confer process with OE3 representative took more time than anticipated. It has taken six (6) weeks to get a final approval from the Union representative regarding the two job classifications. We have finally met our meet and confer obligations with OE3.

The recommendation is to amend the County's job classification plan for fiscal year 2017/2018 with the revised job descriptions and relevant wage ranges.

Thank you

RESOLUTION NO. 2018- _____

**RESOLUTION TO AMEND FISCAL YEAR 2017-2018 JOB CLASSIFICATION PLAN
FOR CHIEF DEPUTY GUARDIAN/CONSERVATOR FUND #20430, CODE
ENFORCEMENT OFFICER FUND #20450,**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2017/2018 Job Classification Plan covering all positions in the County service; and

WHEREAS, these positions are necessary in the daily operational needs of the Public Guardian Fund 20430 and Code Enforcement Fund #20450; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2017-2018 Position Allocation for Chief Deputy Public Guardian/Conservator range - 2397 and Code Enforcement Officer range – 2408 Fund #20450; and

WHEREAS, Plumas County has met the meet and confer obligations for these positions with Operating Engineers Local #3; and

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

Approve the amendments to the Fiscal Year 2017/2018 Job Classification Plan for the following positions:

Public Guardian Fund #20430

Chief Deputy Public Guardian/Conservator, range – 2397

Code Enforcement Fund #20450

Code Enforcement Officer, range - 2408

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 6th day of February, 2018 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

Exhibit A

Chief Deputy Public Guardian/Conservator

Current wage range - 1780

Proposed wage range - 2397

	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22
	Current				
Current range: \$1780	\$ 37,024.00	\$ 38,875.00	\$ 40,830.00	\$ 42,890.00	\$ 45,032.00
Retirement	\$ 7,159.70	\$ 8,785.75	\$ 10,329.99	\$ 11,751.86	\$ 13,149.34
FICA / Medicare	\$ 2,832.34	\$ 2,973.94	\$ 3,123.50	\$ 3,281.09	\$ 3,444.95
Total	\$ 47,016.04	\$ 50,634.69	\$ 54,283.49	\$ 57,922.95	\$ 61,626.29
Proposed wage \$2397	\$ 49,858.00	\$ 52,354.00	\$ 54,974.00	\$ 57,741.00	\$ 60,632.00
Retirement	\$ 9,641.54	\$ 11,832.00	\$ 13,908.42	\$ 15,821.03	\$ 17,704.54
FICA/Medicare	\$ 3,814.14	\$ 4,005.08	\$ 4,205.51	\$ 4,417.19	\$ 4,417.19
Total	\$ 63,313.68	\$ 68,191.09	\$ 73,087.93	\$ 77,979.22	\$ 82,753.73
Five Year Differential	Difference	\$ (16,297.64)			
		\$ (17,556.40)			
			\$ (18,804.45)		
				\$ (20,056.28)	
					\$ (21,127.44)
Five year increase to Personnel	\$ (93,842.20)				

Updated 12/21/2017

CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR

DEFINITION

Under supervision, provides Public Guardian/Conservator services in the County Social Services Department; performs a variety of administrative and support duties in protecting the assets and health of people adjudicated as conservatees under the Public Conservators Office; carries out Public Guardian functions for persons who come under the jurisdiction of the County such as investigating the medical, psychological, financial and social background of customers referred for Conservatorship; provides ongoing case management services and does related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized classification that is part of the Adult Protective Services (APS) services team. This classification is responsible for carrying out day-to-day activities that preserve the health, safety and well-being of conservatees who are under the jurisdiction of the County Public Guardian/Conservator and those persons accepted by referral for Representative Payee services. Performance of responsibilities requires knowledge of and the ability to learn complex legal, financial, and social services casework functions and responsibilities.

REPORTS TO

Social Services Adult Services Unit Supervisor

CLASSIFICATIONS DIRECTLY SUPERVISED

None

CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 2

EXAMPLES OF DUTIES

- Plans, organizes, coordinates, and oversees Public Guardian/Conservator functions; reviews court documents and determines course of action to fulfill assigned responsibilities.
- Ensures that court mandates are achieved.
- Prepares and files appropriate Court documents.
- Investigates conservatorship referrals and determines the type of conservatorship needed, as well as the availability of other conservatorship options such as relatives.
- Completes forms and carries out processes for State and County aid programs.
- Meets with medical staff, social security representatives, social services staff, and mental health staff to develop resources for the appropriate assistance of clients.
- Maintains telephone contact with relatives and friends of clients.
- Works with County Counsel staff regarding legal matters related to the services provided by Guardian/Conservator.
- Makes Court appearances as necessary.
- Attends conferences to develop and maintain information concerning status and condition of conservatees.
- Attends multi-disciplinary meetings as necessary to coordinate case management services and to resolve case problems.
- Insures that conservatees and other customers receive available funds in a timely manner.
- Arranges for and conducts auctions as necessary.
- Performs inventories, appraisals, and storage of client property.
- Coordinates sale of property when necessary.
- Notifies relatives of the death of conservatees and plans for burial and estate disposition.
- Arranges for and/or transports conservatees to appointments.
- Makes quarterly visits to conservatees or as necessary.
- Assists in performing investigations of Elder and Dependent Adult abuse or neglect when it is determined based upon the information in the initial referral that the Elder or Dependent Adult may be in need of a Conservator.
- Take reports of Elder and Dependent Adult abuse or neglect from the public and community agencies and assist in determining the most appropriate course of action and / or referrals to community agencies.
- Develops and maintains a variety of accounting and fiscal records.
- Performs bank reconciliations.
- Operates office equipment and a computer.
- Performs on-call duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

Last Revised: 11/1999

CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 3

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside of the office; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Functions and responsibilities of the County Guardian/Conservator.
- Rules, laws, and regulations governing the functions of the County Guardian/Conservator function.
- Court documents and legal procedures related to the operation of the County Guardian/Conservator.
- Principles of providing assistance to clients.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.
- Accounting and fiscal recordkeeping.

Ability to:

- Perform and carry out a variety of the functions of the County Public Guardian/Conservator.
- Analyze case problems and develop appropriate courses of action to meet client needs and requirements.
- Interview people, identify needs, and make appropriate referrals.
- Analyze and interpret laws and regulations related to Public Guardian/Conservator functions.
- Review and analyze a variety of court documents, fiscal records, and accounting information.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from clients in difficult circumstances of deprivation or emotional disturbance.
- Develop community referral resources for clients.
- Effectively represent the Public Guardian/Conservator in contacts with the court system, clients, service providers, the public, community organizations, and other government's agencies.
- Establish and maintain cooperative working relationships.

CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 4

Training and Experience:

Qualifications needed for this position:

Bachelor's degree in Social Work, Behavioral Sciences, Public or Business Administration or related field, and one (1) year experience in financial, business or social services.

One (1) year of full-time experience performing journey level social work case management in the Social Worker II classification,

OR

Two (2) years of full-time social work case management experience in a public or private agency; AND Thirty (30) semester units (45 quarter units) from an accredited college or university, including fifteen (15) semester units (22.5 quarter units) in social welfare, social/human services, sociology, or other social or behavioral science,**

OR

Bachelor's degree and successful completion of twenty-four (24) semester (36 quarter units) of a Master's degree program in Social Work, or a Counseling program from an accredited college or university, emphasizing Marriage, Family and Child Counseling or Marriage and Family therapy, Gerontology or Clinical Psychology; AND Twelve (12) months of social work case management experience.*

*Qualifying social work case management includes direct case work management, such as: assessment, evaluation; conducting investigations of abuse and neglect; preparing court reports; responsibility for a long term caseload, monitoring compliance through home calls and other personal contact; collaboration with other agencies and linking clients to resources and programs; development of a case plan, modification of case plans as needed/required; and authority to impose sanctions or implement actions that impact services.

**Examples of acceptable social or behavioral science courses include: anthropology, criminal justice, education, ethnic studies, history, human development, law, human services, nursing, nutrition, psychology, public health, social welfare, sociology, welfare, women's studies.

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

Employees in this classification may be required to work holidays, weekends, and evenings. Some travel may be required. Ability to pass a background/criminal records check as authorized by sections 16501 of the California Welfare Institutions Code and section 11105.3 of the California Penal Code.

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

Last Revised: 11/1999

CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR

DEFINITION

Under general supervision, to provide Public Guardian/Conservator services in the County Social Services Department; to perform a variety of administrative and support assignments in guarding the assets and protecting the health of people placed as conservatees under the Public Conservators Office; to carry out Public Guardian functions for persons who come under the jurisdiction of the County; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized classification responsible for assisting with and carrying out the day-to-day operations of the Public Guardian/Conservator Office. Performance of responsibilities requires in-depth knowledge of the full scope of Public Guardian/Conservator Office functions and responsibilities.

REPORTS TO

Social Services Director/Public Guardian/Public Conservator.

CLASSIFICATIONS DIRECTLY SUPERVISED

Deputy Public Guardian/Conservator I and II.

CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 2

EXAMPLES OF DUTIES

- Assists with planning, organizing, coordinating, and overseeing Public Guardian/Conservator functions; reviews court documents and determines course of action to fulfill assigned responsibilities.
- Ensures that court mandates are achieved.
- Prepares and files appropriate Court papers.
- Investigates conservatorship referrals and determines the type of conservatorship needed, as well as the availability of other conservators.
- Completes forms and carries out processes for State and County aid programs.
- Meets with medical staff, social security representatives, social services staff, and mental health staff to develop resources for the appropriate assistance for clients.
- Maintains telephone contact with relatives and friends of clients.
- Works with County Counsel legal staff regarding issues related to the services provided by Guardian/Conservator.
- Makes Court appearances as necessary.
- Attends conferences to develop and maintain information concerning status and condition of clients.
- Attends multi-disciplinary meetings required to resolve case problems.
- Insures that clients receive available funds.
- Sets up and conducts auctions as necessary.
- Performs inventories, appraisals, and storage of client property.
- Coordinates sale of property when necessary.
- Notifies relatives of the death of conservatees and plans for burial and estate disposition.
- Transports conservatees to appointments.
- Makes quarterly visits to conservatees.
- Develops and maintains a variety of accounting and fiscal records.
- Performs bank reconciliations.
- Operates office equipment and a computer.
- Performs on-call duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Functions and responsibilities of the County Guardian/Conservator Office.
- Rules, laws, and regulations governing the functions of the County Guardian/Conservator function.
- Court documents and legal procedures related to the operation of the County Guardian/Conservator Office.
- Principles of providing assistance to clients.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.
- Accounting and fiscal recordkeeping.
- Principles of supervision, training, and work evaluation.

Ability to:

- Perform and carry out a variety of the functions of the County Public Guardian/Conservator Office.
- Supervise, train, and evaluate assigned staff.
- Analyze case problems and develop appropriate courses of action to meet client needs and requirements.
- Interview people, identify needs, and make appropriate referrals.
- Analyze and interpret laws and regulations related to Public Guardian/Conservator functions.
- Review and analyze a variety of court documents, fiscal records, and accounting information.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from clients in difficult circumstances of deprivation or emotional disturbance.
- Develop community referral resources for clients.
- Effectively represent the Public Guardian/Conservator in contacts with the court system, clients, service providers, the public, community organizations, and other government's agencies.
- Establish and maintain cooperative working relationships.

CHIEF DEPUTY PUBLIC GUARDIAN/CONSERVATOR - 4

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

Two (2) years of progressively responsible work experience in working with and carrying out the responsibilities of a public guardian/conservator office or working as private conservator.

Advanced in social or behavioral science, public administration, or business administration is highly desirable. Twelve Semester units in an appropriate field may be substituted for one (1) year of the required experience.

Special Requirement: Possession of a valid California Driver's License issued by the Department of Motor Vehicles.

Exhibit B

CODE ENFORCEMENT OFFICER

DEFINITION:

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

DISTINGUISHING CHARACTERISTICS:

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

REPORTS TO:

Director of Building Services, Chief Code Enforcement Officer

CLASSIFICATIONS DIRECTLY SUPERVISED:

None

CODE ENFORCEMENT OFFICER – 2

EXAMPLES OF DUTIES:

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

TYPICAL PHYSICAL REQUIREMENTS:

Ability to climb, stoop, crawl, crouch, and kneel, sit for extended periods; frequently stand and walk; ability to work on high steep, uneven, slippery or unstable terrain or structures; normal manual dexterity, eye-hand coordination; corrected hearing and vision to normal range; verbal communications; lift and move object weighing 50 pounds, physical strength and agility for self-defense. Use of office and field equipment including computers, telephones, calculator, copiers, FAX, scanner, laminator, digital cameras, compasses, automated printers, digital photo printer, GIS equipment.

CODE ENFORCEMENT OFFICER - 3

TYPICAL WORKING CONDITIONS:

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

KNOWLEDGE OF/ABILITY TO

- Interpret and apply all California Building Standards Codes, California Vehicle Code, California penal code, State Housing Act of California, California Health and Safety Code sections regulating housing for human habitation, manufactured homes, special occupancies.
- Interpret and apply Plumas County Code; Title 1, General Provisions; Title 2, Administration; Title 4, Public Safety; Title 5, Public Welfare; Title 6, Sanitation and Health; Title 7, Public Works; Title 8, Building Regulations; Title 9, Planning and Zoning; Abandoned Vehicle Abatement, as set forth in Chapter 8 of Title 5 of said Code.
- Interpret and apply principles and practices of investigation, laws of search and warrants, collection of evidence, and issuance of citations.
- Court processes and procedures, case presentation and prosecution, and courtroom conduct.
- Various construction materials, accepted standards and methods of construction.
- Photography and related equipment, presentation of photographic evidence.
- Terms, definitions, formats and content for legal documents, serving, filing or otherwise processing legal documents.
- Hazardous materials, contamination, and waste disposal, inclusive of mold and lead paint contamination.
- Compile detailed, concise, accurate, objective oriented reports, presentations; make effective oral and written presentations.
- Enforce regulations and codes with impartiality and tact.
- Deal professionally, tactfully and courteously with the public, media, coworkers and other governmental agencies.
- Maintain high standards of conduct through integrity, loyalty, perseverance, fortitude, compassion and public service.
- Exercise personal initiative in the completion of job responsibilities. Complete assigned projects in a timely efficient manner.
- Read and understand maps relating to surveys, zoning, subdivisions, land parcels and general orientation and directions.
- Proficient in reading and understand construction drawings.
- Proficient use of inspection tools, measuring devices, and equipment assigned.
- Perform all aspects of job responsibilities independent of regular supervision.

CODE ENFORCEMENT OFFICER – 4

TRAINING AND EXPERIENCE:

- Two (2) years' experience equivalent to a Plumas County Building Inspector, or Building Plans Examiner or, Planner, or Code Enforcement Officer.
- Graduation from an accredited college or university with Associate's or Bachelor's degree work in planning, construction management, building inspection technology, administration of justice, criminal, constitutional or civil law or law enforcement, may be substituted for one (1) year of experience.
- Possession of, or ability to qualify within 12 months of hire, as a California Association of Code enforcement Officers (CACEO) Certified Code Enforcement Officer (CCEO), or International Code Council (ICC) Certified Code Enforcement Officer. Such certification must be maintained throughout employment.
- Possession of a California basic Peace Officer Standards and Training Certification or possession of as specified in section 832 of the California Penal Code or the ability to obtain such 832 PC certification (40 hour class) within six (6) months of hire. Such certification must be maintained throughout employment.

SPECIAL REQUIREMENTS:

Applicant must possess a valid driver's license at time of application. A valid California License is required by the time of appointment, and must be maintained throughout employment.

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

Exhibit D

CODE ENFORCEMENT OFFICER

DEFINITION:

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

DISTINGUISHING CHARACTERISTICS:

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

REPORTS TO:

Director, Planning and Building or Chief Code Enforcement Officer

CLASSIFICATIONS DIRECTLY SUPERVISED:

None.

CODE ENFORCEMENT OFFICER - 2

EXAMPLES OF DUTIES:

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

TYPICAL PHYSICAL REQUIREMENTS:

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

CODE ENFORCEMENT OFFICER - 3

TYPICAL WORKING CONDITIONS:

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

KNOWLEDGE OF/ABILITY TO

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

CODE ENFORCEMENT OFFICER – 4

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

TRAINING AND EXPERIENCE:

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

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

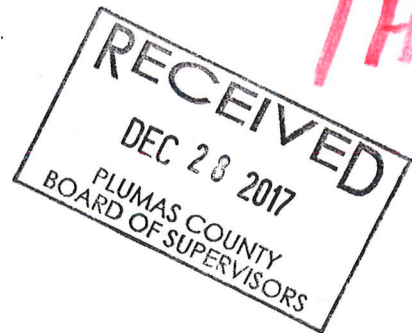
Graduation from an accredited college or university with major degree work in planning, architectural design or drafting, administration of justice, criminal, constitutional or civil law or law enforcement, may be substituted for one (1) year of experience.

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

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

Claim Against the County of Plumas
(Pursuant to Government Code 910.4)

Mail To
Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



Claimant Information

1. Name of Claimant: *Michael Lucca*

2. Date of Birth: *08/07/1975*

3. Gender: *male*

4. Mailing Address of Claimant:
PO Box 1582, Chester CA 96020

5. Mailing Address where notices are to be sent:
Same as above

6. Telephone Number of Claimant: *925-367-8808*

7. Incident Date: Month: **June** Day: **28** Year: **2017**

8. Location of Incident: **763 Main St. Chester, CA 96020**

9. Explain the circumstances that led to the alleged damage or injury.

Meeting with Deputy Sheriff Ian James, leading to Sheriff's department destruction of private property.

10. General description of the specific damage, injury, indebtedness, obligation or loss incurred so far as it may be known at the time of presenting claim:

approx. 1 pound of dried cannabis = \$5,600.00¹

60 plants X 4 pounds per plant X \$5,600.00 = \$1,344,000.00

Total Damages = \$1,349,600.00

¹ https://www.washingtonpost.com/news/true-crime/wp/2017/12/22/an-elderly-couples-festive-explanation-for-having-60-pounds-of-marijuana-christmas/?utm_term=.ee16257b19b5

12. The amount claimed exceeds \$10,000 and the claim is **not** limited to civil case.

13. Name of public employee causing the injury, damage or loss, if known.

Deputy Sheriff Ian James

Section 72 of the penal code proceed that a person found guilty of submitting a fraudulent claim may be punished b imprisonment in the County Jail or State Prison and/or y the imposition of a fine up to \$10,000.

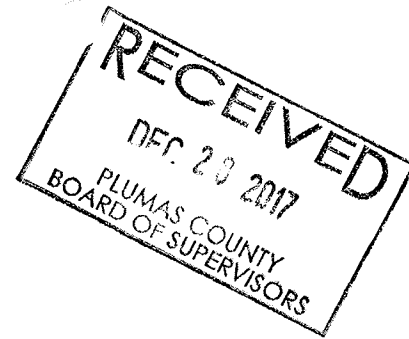
Signature of Claimant, or by some persons legally authorized to submit this claim on your behalf.


Signature

Date 12/23/2017

Michael A. Lucas
Printed Name of Person Completing Claim

Claim Against the County of Plumas
(Pursuant to Government Code 910.4)



Mail To
Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971

Claimant Information

1. Name of Claimant: **LEIGH FIRESTONE**
2. Date of Birth: **02-18-1958**
3. Gender: **F**
4. Mailing Address of Claimant:
PO Box 1582, Chester CA 96020
5. Mailing Address where notices are to be sent:
Same as above
6. Telephone Number of Claimant: **510-520-5211**
7. Incident Date: Month: **June** Day: **28** Year: **2017**
8. Location of Incident: **763 Main St. Chester, CA 96020**
9. Explain the circumstances that led to the alleged damage or injury.

Meeting with Deputy Sheriff Ian James, leading to Sheriff's department destruction of private property.

10. General description of the specific damage, injury, indebtedness, obligation or loss incurred so far as it may be known at the time of presenting claim:

approx. 1 pound of dried cannabis = \$5,600.00¹

60 plants X 4 pounds per plant X \$5,600.00 = \$1,344,000.00

Total Damages = \$1,349,600.00

¹ https://www.washingtonpost.com/news/true-crime/wp/2017/12/22/an-elderly-couples-festive-explanation-for-having-60-pounds-of-marijuana-christmas/?utm_term=.ee16257b19b5

12. The amount claimed exceeds \$10,000 and the claim is **not** limited to civil case.

13. Name of public employee causing the injury, damage or loss, if known.

Deputy Sheriff Ian James

Section 72 of the penal code proceed that a person found guilty of submitting a fraudulent claim may be punished b imprisonment in the County Jail or State Prison and/or y the imposition of a fine up to \$10,000.

Signature of Claimant, or by some persons legally authorized to submit this claim on your behalf.

Signature

A handwritten signature in cursive script that reads "Leigh Firestone".

Date

12-23-17

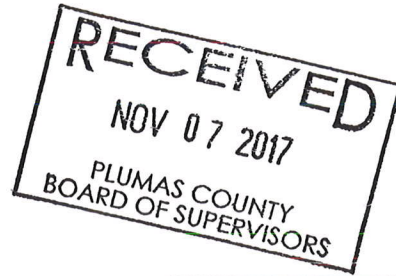
LEIGH FIRESTONE
Printed Name of Person Completing Claim

CL. I AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1. Name of Claimant: Gail Swartz
2. Date of Birth: 04/15/1951
3. Gender (circle one): ☐ Male ☒ Female
4. Mailing Address of Claimant:
1544 Eureka Road, #120 Roseville CA 95661
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):

Address City State Zip
6. Telephone Number of Claimant: (916) 788-1960

INFORMATION ABOUT CLAIM

7. Incident Date: Month May Day 8 Year 2017
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
Tamarack Place, Graegle, California near 135 Tamarack Place and 173 Tamarack Place.
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
The exposed drainage pipe is broken and raised such that it creates a dangerous condition of public property when it was used in a reasonable and foreseeable manner by claimant. The drainage pipe has become exposed and broken through poor maintenance and management by County of Plumas employees and or its agents and contractors.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
Claimant sustained a broken left forearm, which required surgery, pain medications, and physical therapy. There are stabilization pins implanted in her forearm bones.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ _____
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☐ YES ☒ NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:
- _____

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO
15. Name of insurance carrier and telephone number (including area code):

Name

Telephone Number

Address

City

State

Zip

16. Policy Number: _____
17. Are you the registered owner: ☐ YES ☐ NO
18. Amount of deductible: \$ _____
19. Make: _____ Model: _____ Year: _____

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.



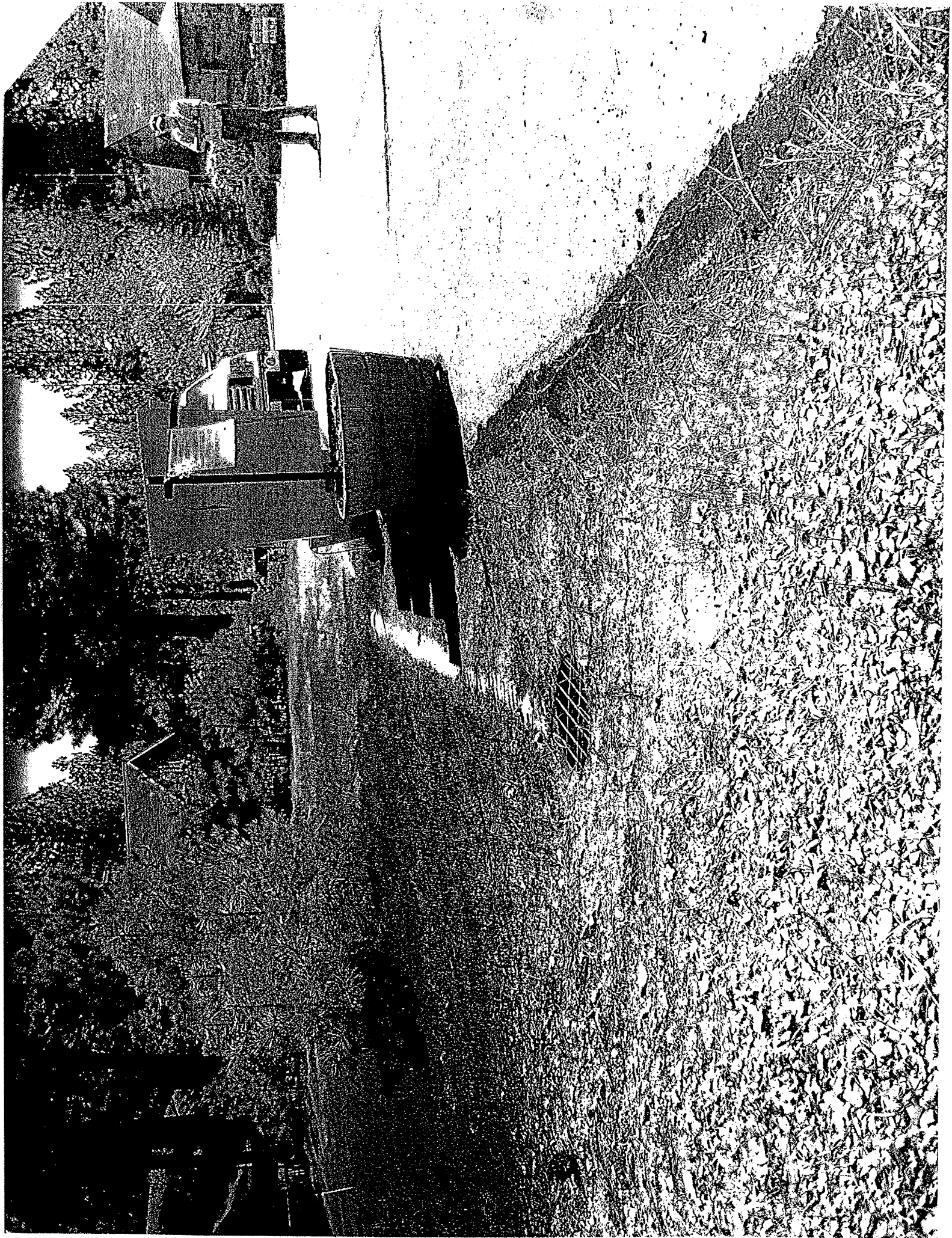
Signature

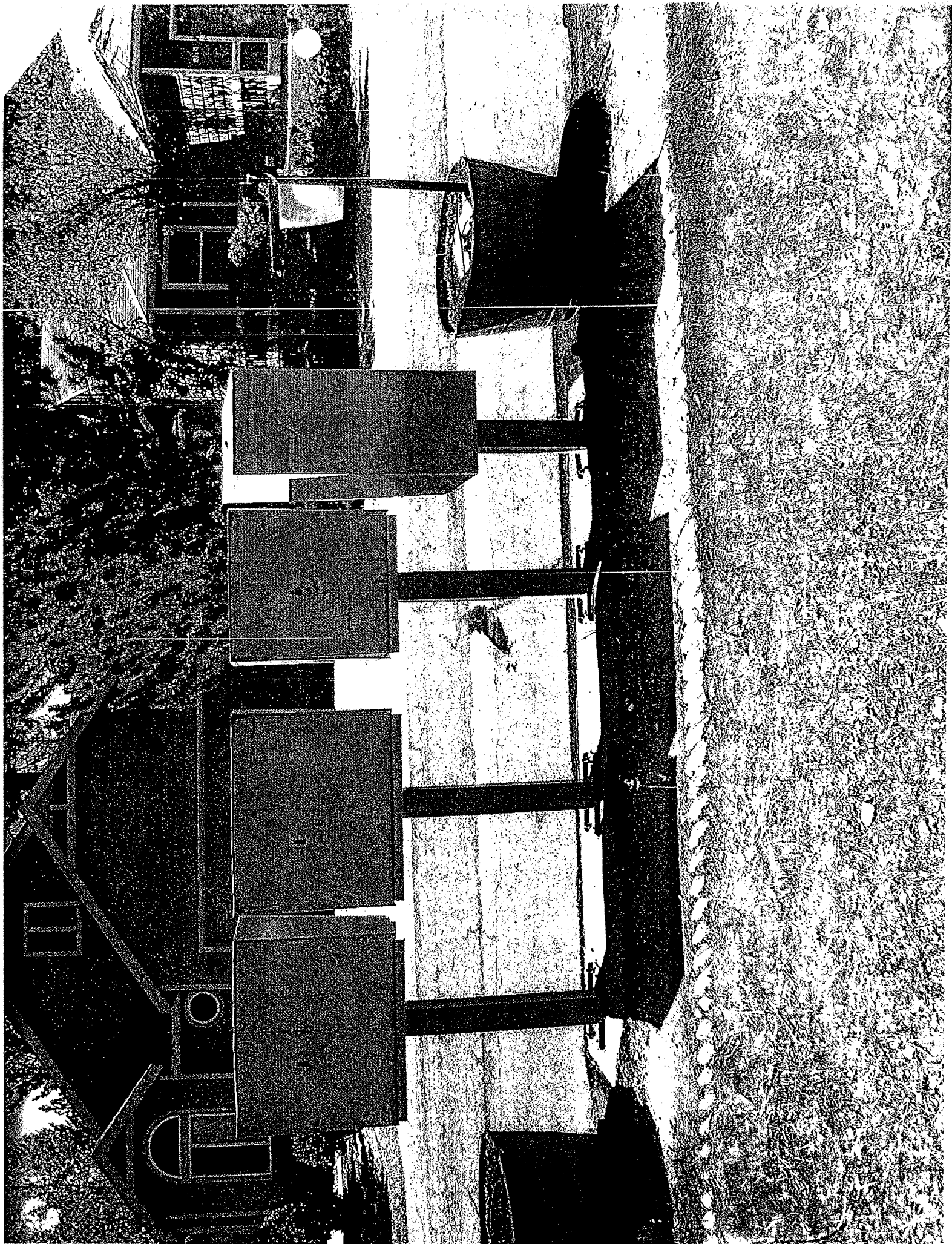
JAMES R. LEWIS

11/6/17
Date

Printed Name of Person Completing Claim







1544 Eureka Road, Suite 120
Roseville, CA 95661
Ph: (916) 788-1960
Fax: (916) 788-1970
email: info@penneylaw.com
web: www.penneylaw.com



Counsel:

FRANK D. PENNEY, ESQ.
Licensed in California & Nevada
frank@penneylaw.com

JAMES R. LEWIS, ESQ.
james@penneylaw.com

JOSHUA C. BOYCE, ESQ.
joshua@penneylaw.com

PRISCILLA M. PARKER, ESQ.
priscilla@penneylaw.com

J. PAUL HOYBJERG, ESQ.
paul@penneylaw.com

November 6, 2017

CLERK OF THE BOARD
520 Main Street, Room 309
Quincy, CA 95971

Re: Claim Against the County of Plumas

Dear Clerk of the Board:

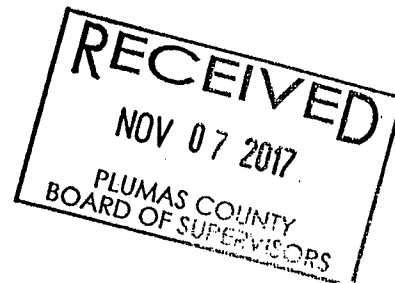
Enclosed please find two copies of a CLAIM AGAINST THE COUNTY OF PLUMAS, as well as color copies of photographs depicting the area where my client was injured.

Please stamp one copy of the Claim as "received" and return it in the enclosed postage-paid envelope.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'JRL', is written over the printed name 'JAMES R. LEWIS'.

JRL/mea
enclosures



Toll Free
(888) 873-6639

Sacramento County
(916) 920-3400

Yolo County
(530) 903-8973

Sutter/Yuba County
(530) 741-1200

San Joaquin/Stanislaus County
(209) 451-5893

Solano County
(707) 422-1900

Alameda County
(510) 962-4610

Santa Clara County
(408) 852-7944

Northern Nevada
(775) 322-6600